

FILED ENTERED
LODGED RECEIVED

NOV 09 2023 CR

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

AMAZON.COM, INC., a Delaware corporation; AMAZON.COM SERVICES LLC, a Delaware limited liability company; BASIC BRANDS, INC., an Ohio corporation; THE HEALTH & WELLNESS CENTER, INC., d/b/a DR. BERG NUTRITIONALS, a Virginia corporation; and VIMERGY, LLC, a Florida limited liability company,

Plaintiffs,

v.

NATASHA MINI, an individual; MEGAN PRESSOTTO, an individual; DANIELLE MINUCCIANI, an individual; M2 NIKN LLC, a California limited liability company; STRATEGIQUEST INC., a California corporation; SHERYL ANN PARAL, an individual; ANDREA LOIS KEY, an individual, d/b/a "Key Strong Fitness Inc" Selling Account; KEY STRONG FITNESS INC., a Georgia corporation, d/b/a "Key Strong Fitness Inc" Selling Account; SARA M. JOHNSON, an individual, d/b/a "May Flowers Health Group Inc" Selling Account; MAY FLOWERS HEALTH GROUP INC., an Illinois corporation, d/b/a "May Flowers Health Group Inc" Selling Account; GENTRY FARLEY, an individual, d/b/a "Far Tec Gadgets Inc" Selling Account; FAR TEC GADGETS INC., a New York corporation, d/b/a "Far Tec Gadgets Inc" Selling Account; JILL MARIE JUNGHEIM, an individual, d/b/a "Jungle Accessories Inc."

No.

**COMPLAINT FOR DAMAGES AND
EQUITABLE RELIEF**

FILED UNDER SEAL

COMPLAINT FOR DAMAGES AND EQUITABLE RELIEF - 1
(FILED UNDER SEAL)

Davis Wright Tremaine LLP
920 Fifth Avenue, Suite 3300
Seattle, WA 98104-1640
206.622.3150 main · 206.757.7700 fax

1 Selling Account; JUNGLE ACCESSORIES
 2 INC., a California corporation, d/b/a "Jungle
 Accessories Inc." Selling Account;
 3 SALVATORE VITALE, an individual, d/b/a
 "Rising Brook inc" Selling Account; RISING
 4 BROOK INC., a Florida corporation, d/b/a
 "Rising Brook inc" Selling Account; ALEC
 5 JOSEPH ORGERA, an individual, d/b/a
 "Living Orgera Live Inc" Selling Account;
 6 LIVING ORGERA LIVE INC., a North
 Carolina corporation, d/b/a "Living Orgera Live
 Inc" Selling Account; DONNA MARIE
 7 JACKSON, an individual, d/b/a "Jackson
 Marketing Grp Inc" Selling Account;
 8 JACKSON MARKETING GROUP, INC., an
 Oregon corporation, d/b/a "Jackson Marketing
 9 Grp Inc" Selling Account; BENJAMIN RAHE,
 an individual, d/b/a "B. Rahe Gadgets Inc"
 10 Selling Account; B. RAHE GADGETS INC.,
 an Ohio corporation, d/b/a "B. Rahe Gadgets
 11 Inc" Selling Account; EDDY VILLASECA, an
 individual, d/b/a "Villaseca Marketing Group
 12 Inc" Selling Account; VILLASECA
 MARKETING GROUP, INC., a Texas
 13 corporation, d/b/a "Villaseca Marketing Group
 Inc" Selling Account; HANNAH HESS POPE,
 14 an individual, d/b/a "HHP Media Group Inc"
 Selling Account; HHP MEDIA GROUP, INC.,
 15 a Louisiana corporation, d/b/a "HHP Media
 Group Inc" Selling Account; ROBERT KOLE
 16 SCHREIBER, an individual, d/b/a "Schreiber
 Marketing Group Inc" Selling Account;
 17 SCHREIBER MARKETING GROUP, INC., a
 Georgia corporation, d/b/a "Schreiber
 18 Marketing Group Inc" Selling Account; and
 DOES 1-10,

19 Defendants.

20 I. INTRODUCTION

21
 22 1. This case involves the unlawful and expressly prohibited sale of counterfeit health
 23 supplements in the Amazon.com store (the "Amazon Store"), violating the rights of Plaintiffs
 24 Amazon.com, Inc. and Amazon.com Services LLC (collectively, "Amazon"), and Basic Brands,
 25 Inc. ("Basic Brands"), The Health & Wellness Center, Inc., d/b/a Dr. Berg Nutritionals ("Dr.
 26 Berg"), and Vimergy, LLC ("Vimergy") (together, the "Brand Plaintiffs," and with Amazon,

1 “Plaintiffs”). Plaintiffs jointly bring this lawsuit against three sets of bad actors (collectively,
2 “Defendants”) who worked in concert in a coordinated counterfeiting scheme.

3 2. First, two related companies, StrategiQuest, Inc. (“SIQ”) and M2 Nikn LLC
4 (“M2N”), and their principal officers, Natasha Mini (“Mini”), Megan Pressotto (“Pressotto”),
5 and Danielle Minucciani (“Minucciani”)—collectively referred to as the “StrategiQuest
6 Defendants”—operated Amazon selling accounts (“the Selling Accounts”)¹ that advertised,
7 marketed, offered, distributed, and sold counterfeit health supplements in the Amazon Store in
8 violation of the Brand Plaintiffs’ intellectual property (“IP”) rights and Amazon’s contracts and
9 policies.

10 3. Second, the StrategiQuest Defendants recruited individuals from across the U.S.
11 to open and register the Selling Accounts as well as the businesses, associated bank accounts,
12 and post office boxes necessary to operate the Selling Accounts. These individuals (and their
13 related business entities) agreed to register the Selling Accounts under false pretenses and
14 allowed their identities to be used in order to conceal the StrategiQuest Defendants’ involvement
15 with the Selling Accounts. These Defendants are collectively referred to as the “Registration
16 Defendants.”²

17 4. Third, an individual, Sheryl Ann Paral (“Paral”), assisted and facilitated
18 Defendants’ sale of counterfeit products by providing fake-documentation services designed to
19 deceive Amazon regarding the authenticity of certain products sold in the Amazon Store,
20 including the health supplement products at issue.

21
22
23 ¹ The Selling Accounts are (1) “Key Strong Fitness Inc.”; (2) “May Flowers Health Group Inc.”; (3) “Far Tec
24 Gadgets Inc.”; (4) “Jungle Accessories Inc.”; (5) “Rising Brook Inc.”; (6) “Living Orgera Live Inc.”; (7) “Jackson
Marketing Grp Inc.”; (8) “B. Rahe Gadgets Inc.”; (9) “Villaseca Marketing Group Inc.”; (10) “HHP Media Group
Inc.”; (11) “Schreiber Marketing Group Inc.”; and (12) “TAJV Media Group Inc.”.

25 ² The Registration Defendants are: Andrea Lois Key; Sara M. Johnson; Gentry Farley; Jill Marie Jungheim;
26 Salvatore Vitale; Alec Joseph Orgera; Donna Marie Jackson; Benjamin Rahe; Eddy Villaseca; Hannah Hess Pope;
27 Robert Kole Schreiber; Key Strong Fitness Inc.; May Flowers Health Group Inc.; Far Tech Gadgets Inc.; Jungle
Accessories Inc.; Rising Brook Inc.; Living Orgera Live Inc.; Jackson Marketing Group, Inc.; B. Rahe Gadgets Inc.;
Villaseca Marketing Group, Inc.; HHP Media Group, Inc.; and Schreiber Marketing Group, Inc.

1 5. Plaintiffs seek to permanently prevent and enjoin Defendants from causing future
2 harm to Amazon, Basic Brands, Dr. Berg, and Vimergy's customers, reputations, and IP, and to
3 hold Defendants accountable for their illegal actions.


4 **Amazon**

5 6. Amazon.com Services LLC owns and operates the Amazon Store and Amazon's
6 affiliates own and operate equivalent counterpart international stores and websites. Amazon's
7 stores offer products and services to customers in more than 100 countries around the globe.
8 Some of the products are sold directly by Amazon entities, while others are sold by Amazon's
9 numerous third-party selling partners. The Amazon brand is one of the most well-recognized,
10 valuable, and trusted brands in the world. To protect its customers and safeguard its reputation
11 for trustworthiness, Amazon invests heavily in both time and resources to prevent counterfeit and
12 infringing goods from being sold in its stores. In 2022 alone, Amazon invested over \$1.2 billion
13 and employed more than 15,000 people to protect its stores from fraud and abuse. Amazon
14 stopped over 800,000 suspected bad-actor selling accounts before they published a single listing
15 for sale.

16 **The Brand Plaintiffs**

17 7. Basic Brands has a long history of offering innovative vitamins and supplements,
18 and of seeking to simplify the process of creating vitamin and supplement routines. For over
19 thirty-five years, Basic Brands has focused on providing the best products to live a strong,
20 healthy life. Basic Brands' deep-rooted knowledge in the vitamin and supplement space has
21 allowed it to launch products that are unique to meet the needs of its customers. Basic Brands'
22 EyeScience products incorporate over two decades of ocular research, resulting in nutritional
23 supplements that benefit those with macular degeneration, as well as those taking proactive
24 measures to protect their eyes from the impact of oxidative stress.

25 8. Basic Brands owns, manages, enforces, licenses, and maintains IP, including
26 various trademarks. Relevant to this Complaint, Basic Brands owns the following registered
27 trademarks (the "Basic Brands Trademarks").

<u>Mark</u>	<u>Registration No.</u> <u>(International Classes)</u>
EYESCIENCE	6,184,919 (5)
 E Y E S C I E N C E	6,264,423 (5)
EYESCIENCE MACULAR HEALTH FORMULA	6,264,425 (5)

True and correct copies of the registration certificates for the Basic Brands Trademarks are attached as **Exhibit A**.

9. For over 30 years, Dr. Berg has helped customers use natural methods, nutrition, and dieting to support their health. Dr. Berg's unique products are carefully crafted with only the best ingredients to support health.

10. Dr. Berg owns, manages, enforces, licenses, and maintains IP, including various trademarks. Relevant to this Complaint, Dr. Berg owns the following registered trademarks (the "Dr. Berg Trademarks").

<u>Mark</u>	<u>Registration No.</u> <u>(International Classes)</u>
Dr. Berg Nutritionals	6,966,238 (5)
DR. BERG	6,544,002 (5, 9, 41)
THE KNOWLEDGE DOC	6,763,437 (5, 9, 41)

True and correct copies of the registration certificates for the Dr. Berg Trademarks are attached as **Exhibit B**.

11. Vimergy aims to simplify customers' health without sacrificing the purity and nutrients of their products. Vimergy provides its high-quality supplements in an easy-to-use powder, capsule, and liquid form. Vimergy rigorously researches and tests all of its products.

1 Since its start in 2012, Vimergy's supplements have always been non-GMO, gluten free, soy-
2 free, and vegan and paleo friendly.

3 12. Vimergy owns, manages, enforces, licenses, and maintains IP, including various
4 trademarks. Relevant to this Complaint, Vimergy owns the following registered trademarks (the
5 "Vimergy Trademarks").³

<u>Mark</u>	<u>Registration No.</u> <u>(International Classes)</u>
Vimergy	4,351,644 (5)
VIMERGY	5,714,573 (35)

6
7
8
9
10
11 True and correct copies of the registration certificates for the Vimergy Trademarks are attached
12 as **Exhibit C**.

13
14 13. From at least June 7, 2023 through July 27, 2023, Defendants advertised,
15 marketed, offered, distributed, and sold counterfeit health supplement products bearing the valid
16 and registered trademarks of the Brand Plaintiffs in the Amazon Store in order to deceive
17 customers about the authenticity and origin of the products and the products' affiliation with the
18 Brand Plaintiffs.

19 14. As a result of their illegal actions, Defendants have infringed and misused the
20 Brand Plaintiffs' IP; breached their contracts with Amazon; willfully deceived and harmed
21 Amazon, the Brand Plaintiffs, and their customers; compromised the integrity of the Amazon
22 Store; and undermined the trust that customers place in Amazon and the Brand Plaintiffs.
23 Defendants' illegal actions have caused Plaintiffs to expend significant resources to investigate
24

25
26 ³ The Basic Brands Trademarks, the Dr. Berg Trademarks, and the Vimergy Trademarks shall be collectively
27 referred to as the "Brand Plaintiffs' Trademarks" or "Trademarks."

1 and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants from
2 inflicting future harm to Plaintiffs and their customers.

3 II. PARTIES

4 Plaintiffs

5 15. Amazon.com, Inc. is a Delaware corporation with its principal place of business
6 in Seattle, Washington.

7 16. Amazon.com Services LLC is a Delaware company with its principal place of
8 business in Seattle, Washington.

9 17. Basic Brands, LLC is an Ohio corporation with its principal place of business in
10 Columbus, Ohio.

11 18. The Health & Wellness Center, Inc. d/b/a Dr. Berg Nutritionals is a Virginia
12 corporation with its principal place of business in Alexandria, Virginia.

13 19. Vimergy, LLC is a Florida limited liability company with its principal place of
14 business in Jacksonville, Florida.

15 The StratiQuest Defendants

16 20. On information and belief, the StratiQuest Defendants supervised, directed, and
17 controlled the counterfeiting scheme detailed in this Complaint. As part of their scheme, they
18 solicited individuals to (i) open businesses, bank accounts, and post office boxes, and (ii) provide
19 business and identification documentation and information to Amazon in order to register the
20 Selling Accounts under the guise that they were the Selling Accounts' owners and operators. In
21 reality, the StratiQuest Defendants would operate the Selling Accounts and use them to sell
22 counterfeit health supplement products. The StratiQuest Defendants are subject to liability for
23 their wrongful conduct both directly under principles of agency, alter ego doctrine, and joint
24 tortfeasor, as well as under principles of secondary liability including, without limitation,
25 *respondeat superior*, and vicarious liability.

26 21. On information and belief, Defendant M2 Nikn LLC is a California limited
27 liability company, with its principal place of business in La Jolla, CA, that personally

1 participated in and/or had the right and ability to supervise, direct, and control the wrongful
2 conduct alleged in this Complaint, and derived a direct financial benefit from that wrongful
3 conduct.

4 22. On information and belief, Defendant StrategiQuest Inc. is a California
5 corporation, with its principal place of business in El Dorado Hills, CA, that personally
6 participated in and/or had the right and ability to supervise, direct, and control the wrongful
7 conduct alleged in this Complaint, and derived a direct financial benefit from that wrongful
8 conduct. On information and belief, SIQ is a successor and/or parallel business to M2N.

9 23. On information and belief, Defendant Natasha Mini is an individual who resides
10 in California, and who personally participated in and/or had the right and ability to supervise,
11 direct, and control the wrongful conduct alleged in this Complaint, and derived a financial
12 benefit from that wrongful conduct. On information and belief, Defendant Mini owns and
13 operates the following businesses and their websites: M2N and SIQ.

14 24. On information and belief, Defendant Megan Pressotto is an individual who
15 resides in South Carolina, and who personally participated in and/or had the right and ability to
16 supervise, direct, and control the wrongful conduct alleged in the Complaint, and derived a
17 financial benefit from that wrongful conduct. On further information and belief, Defendant
18 Pressotto served as Director of Operations for or otherwise controlled or operated the M2N and
19 its website.

20 25. On information and belief, Defendant Danielle Minucciani is an individual who
21 resides in California, and who personally participated in and/or had the right and ability to
22 supervise, direct, and control the wrongful conduct alleged in the Complaint, and derived a
23 financial benefit from that wrongful conduct. On further information and belief, Defendant
24 Minucciani serves as Director of Operations for SIQ.

1 **The Registration Defendants**

2 26. The Registration Defendants are a collection of individuals and entities who
3 conspired and operated in concert with the StrategiQuest Defendants to engage in the
4 counterfeiting scheme alleged in this Complaint.

5 27. The Registration Defendants used their identities under false pretenses to create,
6 and thus were jointly responsible for, the Selling Accounts central to the counterfeiting scheme.
7 On information and belief, the Registration Defendants opened bank accounts associated with
8 their businesses and enabled the StrategiQuest Defendants to incorporate businesses and create
9 websites for those businesses in an effort to make their businesses appear legitimate, and
10 ultimately to enable the StrategiQuest Defendants to engage in the counterfeiting scheme alleged
11 in this Complaint. On further information and belief, in exchange for allowing the Selling
12 Accounts to be operated under their names, the Registration Defendants were compensated by
13 the StrategiQuest Defendants. The Registration Defendants are subject to liability for their
14 wrongful conduct both directly and under principles of secondary liability including, without
15 limitation, *respondeat superior*, vicarious liability, agency, and the alter ego doctrine.

16 28. On information and belief, Defendant Andrea Lois Key (“Key”), d/b/a Key
17 Strong Fitness Inc., is a resident of Georgia. Key participated in and/or had the right and ability
18 to supervise, direct, and control the wrongful conduct concerning the incorporation of Key
19 Strong Fitness Inc. and the registration and use of the “Key Strong Fitness Inc” Selling Account
20 as alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct.

21 29. On information and belief, Defendant Sara M. Johnson (“Johnson”), d/b/a May
22 Flowers Health Group Inc., is a resident of Illinois. Johnson participated in and/or had the right
23 and ability to supervise, direct, and control the wrongful conduct concerning the incorporation of
24 May Flowers Health Group Inc. and the registration and use of the “May Flowers Health Group
25 Inc” Selling Account as alleged in this Complaint, and derived a direct financial benefit from that
26 wrongful conduct.

1 30. On information and belief, Defendant Gentry Farley (“Farley”), d/b/a Far Tec
2 Gadgets Inc., is a resident of New York. Farley participated in and/or had the right and ability to
3 supervise, direct, and control the wrongful conduct concerning the incorporation of Far Tec
4 Gadgets Inc. and the registration and use of the “Far Tec Gadgets Inc” Selling Account as
5 alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct.

6 31. On information and belief, Defendant Jill Marie Jungheim (“Jungheim”), d/b/a
7 Jungle Accessories Inc., is a resident of New Mexico. Jungheim participated in and/or had the
8 right and ability to supervise, direct, and control the wrongful conduct concerning the
9 incorporation of Jungle Accessories Inc., and the registration and use of the “Jungle Accessories
10 Inc.” Selling Account as alleged in this Complaint, and derived a direct financial benefit from
11 that wrongful conduct.

12 32. On information and belief, Defendant Salvatore Vitale (“Vitale”), d/b/a Rising
13 Brook Inc., is a resident of Florida. Vitale participated in and/or had the right and ability to
14 supervise, direct, and control the wrongful conduct concerning the incorporation of Rising Brook
15 Inc. and the registration and use of the “Rising Brook inc” Selling Account as alleged in this
16 Complaint, and derived a direct financial benefit from that wrongful conduct.

17 33. On information and belief, Defendant Alec Joseph Orgera (“Orgera”), d/b/a
18 Living Orgera Live Inc., is a resident of North Carolina. Orgera participated in and/or had the
19 right and ability to supervise, direct, and control the wrongful conduct concerning the
20 incorporation of Living Orgera Live Inc. and the registration and use of the “Living Orgera Live
21 Inc” Selling Account as alleged in this Complaint, and derived a direct financial benefit from that
22 wrongful conduct.

23 34. On information and belief, Defendant Donna Marie Jackson (“Jackson”), d/b/a
24 Jackson Marketing Group, Inc., is a resident of Oregon. Jackson participated in and/or had the
25 right and ability to supervise, direct, and control the wrongful conduct concerning the
26 incorporation of Jackson Marketing Group, Inc. and the registration and use of the “Jackson
27

1 Marketing Grp Inc” Selling Account as alleged in this Complaint, and derived a direct financial
2 benefit from that wrongful conduct.

3 35. On information and belief, Defendant Benjamin Rahe (“Rahe”), d/b/a B. Rahe
4 Gadgets Inc., is a resident of Ohio. Rahe participated in and/or had the right and ability to
5 supervise, direct, and control the wrongful conduct concerning the incorporation of Rahe
6 Gadgets Inc. and the registration and use of the “B. Rahe Gadgets Inc” Selling Account as
7 alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct.

8 36. On information and belief, Defendant Eddy Villaseca (“Villaseca”), d/b/a
9 Villaseca Marketing Group, Inc., is a resident of Texas. Villaseca participated in and/or had the
10 right and ability to supervise, direct, and control the wrongful conduct concerning the
11 incorporation of Villaseca Marketing Group, Inc. and the registration and use of the “Villaseca
12 Marketing Group Inc” Selling Account as alleged in this Complaint, and derived a direct
13 financial benefit from that wrongful conduct.

14 37. On information and belief, Defendant Hannah Hess Pope (“Pope”), d/b/a HHP
15 Media Group, Inc, is a resident of Louisiana. Pope participated in and/or had the right and ability
16 to supervise, direct, and control the wrongful conduct concerning the incorporation of HHP
17 Media Group, Inc. and the registration and use of the “HHP Media Group Inc” Selling Account
18 as alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct.

19 38. On information and belief, Defendant Robert Kole Schreiber (“Schreiber”), d/b/a
20 Schreiber Media Group, Inc., is a resident of New York. Schreiber participated in and/or had the
21 right and ability to supervise, direct, and control the wrongful conduct concerning the
22 incorporation of Schreiber Media Group, Inc. and the registration and use of the “Schreiber
23 Media Group Inc” Selling Account as alleged in this Complaint, and derived a direct financial
24 benefit from that wrongful conduct.

25 39. On information and belief, Defendant Key Strong Fitness Inc. is a Georgia
26 corporation with its principal place of business in Atlanta, GA, that personally participated in
27 and/or had the right and ability to supervise, direct, and control the wrongful conduct concerning

1 the registration and use of the “Key Strong Fitness Inc” Selling Account as alleged in this
2 Complaint, and derived a direct financial benefit from that wrongful conduct.

3 40. On information and belief, Defendant May Flowers Health Group Inc. is an
4 Illinois corporation with its principal place of business in Shorewood, IL, that personally
5 participated in and/or had the right and ability to supervise, direct, and control the wrongful
6 conduct concerning the registration and use of the “May Flowers Health Group Inc” Selling
7 Account as alleged in this Complaint, and derived a direct financial benefit from that wrongful
8 conduct.

9 41. On information and belief, Defendant Far Tec Gadgets Inc. is a New York
10 corporation with its principal place of business in Hyde Park, NY, that personally participated in
11 and/or had the right and ability to supervise, direct, and control the wrongful conduct concerning
12 the registration and use of the “Far Tec Gadgets Inc” Selling Account as alleged in this
13 Complaint, and derived a direct financial benefit from that wrongful conduct.

14 42. On information and belief, Defendant Jungle Accessories Inc. is a California
15 corporation with its principal place of business in Oceanside, California, that personally
16 participated in and/or had the right and ability to supervise, direct, and control the wrongful
17 conduct concerning the registration and use of the “Jungle Accessories Inc.” Selling Account as
18 alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct.

19 43. On information and belief, Defendant Rising Brook Inc. is a Florida corporation
20 with its principal place of business in Tampa, FL, that personally participated in and/or had the
21 right and ability to supervise, direct, and control the wrongful conduct concerning the
22 registration and use of the “Rising Brook inc” Selling Account as alleged in this Complaint, and
23 derived a direct financial benefit from that wrongful conduct.

24 44. On information and belief, Defendant Living Orgera Live Inc. is a North Carolina
25 corporation with its principal place of business in Asheville, NC, that personally participated in
26 and/or had the right and ability to supervise, direct, and control the wrongful conduct concerning
27

1 the registration and use of the “Living Orgera Live Inc” Selling Account as alleged in this
2 Complaint, and derived a direct financial benefit from that wrongful conduct.

3 45. On information and belief, Defendant Jackson Marketing Group, Inc. is an
4 Oregon corporation with its principal place of business in Beaverton, OR, that personally
5 participated in and/or had the right and ability to supervise, direct, and control the wrongful
6 conduct concerning the registration and use of the “Jackson Marketing Grp Inc” Selling Account
7 as alleged in this Complaint, and derived a direct financial benefit from that wrongful conduct.

8 46. On information and belief, Defendant B. Rahe Gadgets Inc. is an Ohio
9 corporation with its principal place of business in Akron, OH, that personally participated in
10 and/or had the right and ability to supervise, direct, and control the wrongful conduct concerning
11 the registration and use of the “B. Rahe Gadgets Inc” Selling Account as alleged in this
12 Complaint, and derived a direct financial benefit from that wrongful conduct.

13 47. On information and belief, Defendant Villaseca Marketing Group, Inc. is a Texas
14 corporation with its principal place of business in Dallas, TX, that personally participated in
15 and/or had the right and ability to supervise, direct, and control the wrongful conduct concerning
16 the registration and use of the “Villaseca Marketing Group, Inc.” Selling Account as alleged in
17 this Complaint, and derived a direct financial benefit from that wrongful conduct.

18 48. On information and belief, Defendant HHP Media Group, Inc. is a Louisiana
19 corporation with its principal place of business in Metairie, LA, that personally participated in
20 and/or had the right and ability to supervise, direct, and control the wrongful conduct concerning
21 the registration and use of the “HHP Media Group Inc” Selling Account as alleged in this
22 Complaint, and derived a direct financial benefit from that wrongful conduct.

23 49. On information and belief, Defendant Schreiber Marketing Group, Inc. is a
24 Georgia corporation with its principal place of business in Woodstock, GA, that personally
25 participated in and/or had the right and ability to supervise, direct, and control the wrongful
26 conduct concerning the registration and use of the “Schreiber Marketing Group Inc” Selling
27

1 Account as alleged in this Complaint, and derived a direct financial benefit from that wrongful
2 conduct.

3 **Paral**

4 50. On information and belief, Defendant Sheryl Ann Paral is a resident of Batangas,
5 Philippines who personally participated in and/or had the right and ability to supervise, direct,
6 and control the wrongful conduct as alleged in this Complaint, and derived a direct financial
7 benefit from that wrongful conduct.

8 51. Paral managed the Selling Accounts on behalf of the StrategiQuest Defendants
9 and furnished false documentation to Amazon designed to deceive Amazon regarding the
10 authenticity of the health supplement products at issue. Paral is subject to liability for her
11 wrongful conduct under principles of secondary liability including, without limitation,
12 *respondeat superior*, vicarious liability, and/or contributory infringement.

13 **Doe Defendants**

14 52. Defendants Does 1-10 (the “Doe Defendants”) are individuals and/or entities
15 working in active concert with each other and the named Defendants to knowingly and willfully
16 manufacture, import, advertise, market, offer, distribute, and sell counterfeit health supplement
17 products at issue. The identities of the Doe Defendants are presently unknown to Plaintiffs.

18 **III. JURISDICTION AND VENUE**

19 53. The Court has subject matter jurisdiction over the Brand Plaintiffs’ Lanham Act
20 claim for trademark infringement and counterfeiting, and over Plaintiffs’ Lanham Act claims for
21 false designation of origin and false advertising, pursuant to 15 U.S.C. § 1121 and 28 U.S.C.
22 §§ 1331 and 1338(a). The Court also has supplemental jurisdiction over the claims arising out of
23 state law pursuant to 28 U.S.C. §§ 1338(b) and 1367 because the state law claims arise out of the
24 same operative facts as the federal claims.

25 54. The Court has personal jurisdiction over Defendants because they transacted
26 business and committed tortious acts within and directed to the State of Washington, and
27 Plaintiffs’ claims arise from those activities. Defendants affirmatively undertook to do business

1 with Amazon, a corporation with its principal place of business in Washington, and sold in the
2 Amazon Store products bearing counterfeit versions of the Brand Plaintiffs' Trademarks and
3 which otherwise infringed Brand Plaintiffs' IP. Additionally, the StrategiQuest Defendants
4 shipped products bearing counterfeit versions of the Brand Plaintiffs' Trademarks to consumers
5 in Washington. Each Defendant committed, or facilitated the commission of, tortious acts in
6 Washington and has wrongfully caused Plaintiffs substantial injury in Washington.

7 55. The Registration Defendants have consented to the jurisdiction of this Court by
8 agreeing to the Amazon Services Business Solutions Agreement ("BSA"), which provides that
9 the "Governing Courts" for claims to enjoin infringement or misuse of IP rights and claims
10 related to the sale of counterfeit products in the Amazon Store are the state or federal courts
11 located in King County, Washington.

12 56. Further, the StrategiQuest Defendants similarly are bound by the BSA under
13 principles of agency, *respondeat superior*, and alter ego liability because the Selling Accounts
14 were registered by the Registration Defendants at the StrategiQuest Defendants' direction, and
15 the StrategiQuest Defendants ultimately operated and controlled the Selling Accounts.

16 57. Moreover, the Defendants affirmatively undertook to provide false or misleading
17 information to Amazon, a corporation with its principal place of business in Washington.
18 Defendants specifically directed their conduct toward Amazon and the Amazon Store and, on
19 information and belief, deceived consumers in Washington.

20 58. In addition, personal jurisdiction is also proper in this Court over Paral because
21 she is bound by Amazon's Conditions of Use,⁴ which establish exclusive jurisdiction in the state
22 and federal courts of King County, Washington for disputes related to Paral's use of services in
23 the Amazon Store. Paral used, and specifically targeted, services in the Amazon Store through
24 advertising, marketing, offering, distributing, and selling counterfeit products, and had actual or
25

26 ⁴ <https://www.amazon.com/gp/help/customer/display.html?nodeId=GLSBYFE9MGKKQXXM> (last accessed
27 November 8, 2023).

1 constructive notice of the Conditions of Use. The Conditions of Use contain a Washington forum
2 selection clause that states: “Any dispute or claim relating in any way to your use of any Amazon
3 Service will be adjudicated in the state or Federal courts in King County, Washington, and you
4 consent to exclusive jurisdiction and venue in these courts.”

5 59. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a
6 substantial part of the events giving rise to the claims occurred in the Western District of
7 Washington. Venue is also proper in this Court because Defendants consented to it under the
8 BSA and Amazon’s Conditions of Use.

9 60. Pursuant to Local Civil Rule 3(c), intra-district assignment to the Seattle Division
10 is proper because the claims arose in this Division, where (a) Amazon resides, (b) injuries giving
11 rise to suit occurred, and (c) Defendants directed their unlawful conduct.

12 IV. FACTS

13 A. Amazon’s Efforts to Prevent the Sale of Counterfeit Goods

14 61. Amazon works hard to build and protect the reputation of its stores as a place
15 where customers can conveniently select from a wide array of authentic goods and services at
16 competitive prices. Amazon invests vast resources to ensure that when customers make
17 purchases in Amazon’s stores—either directly from Amazon entities or from one of its millions
18 of third-party sellers—customers receive authentic products made by the true manufacturer of
19 those products.

20 62. A small number of bad actors seek to take advantage of the trust customers place
21 in Amazon by attempting to create Amazon selling accounts to advertise, market, offer,
22 distribute, and sell counterfeit products. These bad actors seek to misuse and infringe the
23 trademarks and other IP of the true manufacturers of those products to deceive Amazon and its
24 customers. This unlawful and expressly prohibited conduct undermines the trust customers,
25 sellers, and manufacturers place in Amazon, and tarnishes Amazon’s brand and reputation,
26 thereby causing irreparable harm to Amazon.

1 63. Amazon continues to innovate to stay ahead of bad actors, and now requires live
2 verification, connecting prospective selling partners with Amazon employees through video
3 chats or in-person appointments to verify their identity and documentation. Amazon reviews the
4 seller-provided identity documents to determine whether those documents are both valid and
5 legitimate, such as confirming that the seller has provided a fully legible copy of the document,
6 verifying that the document matches the information the seller provided to Amazon with respect
7 to their identity, and analyzing whether the document shows any signs of alteration, tampering,
8 or fabrication. These measures have made it more difficult for bad actors to hide. Amazon's
9 seller verification, coupled with continued advancements in Amazon's machine learning-based
10 detection, are deterring bad actors from even attempting to create new Amazon selling accounts.
11 The number of bad actor attempts to create new selling accounts decreased from 6 million
12 attempts in 2020, to 2.5 million attempts in 2021, to 800,000 attempts in 2022.

13 64. Amazon prohibits the sale of inauthentic and fraudulent products and is constantly
14 innovating on behalf of its customers and working with brands, manufacturers, rights owners,
15 and others to improve the detection and prevention of counterfeit products from ever being
16 offered to customers in Amazon's stores. Amazon employs dedicated teams of software
17 engineers, research scientists, program managers, and investigators to prevent counterfeits from
18 being offered in Amazon's stores. Amazon's systems automatically and continuously scan
19 thousands of data points to prevent, detect, and remove counterfeits from its stores and to
20 terminate the selling accounts of bad actors before they can offer counterfeit products. When
21 Amazon identifies issues based on this feedback, it takes action to address them. Amazon also
22 uses this intelligence to improve its proactive prevention controls.

23 65. In 2017, Amazon launched Brand Registry, a free service that offers rights owners
24 an enhanced suite of tools for monitoring and reporting potential instances of infringement,
25 regardless of their relationship with Amazon. Brand Registry delivers automated brand
26 protections that use machine learning to predict infringement and proactively protect brands' IP.
27 Brand Registry also provides a powerful Report a Violation Tool that allows brands to search for

1 and report potentially infringing products using state-of-the-art image search technology. In
2 2022, through continued improvements in Amazon's automated protections, brands found fewer
3 infringing products in Amazon's stores, with the number of valid notices of infringement
4 submitted by brands in Brand Registry decreasing by more than 35% from 2021.

5 66. In 2018, Amazon launched Transparency, a product serialization service that
6 effectively eliminates counterfeits for enrolled products. Brands enrolled in Transparency can
7 apply a unique 2D code to every unit they manufacture, which allows Amazon, other retailers,
8 law enforcement, and customers to determine the authenticity of any Transparency-enabled
9 product, regardless of where the product was purchased. In 2022, over 33,000 brands were using
10 Transparency, an increase of 40% from 2021, enabling the protection of more than 900 million
11 product units across the supply chain.

12 67. In 2019, Amazon launched Project Zero, a program to empower brands to help
13 Amazon drive counterfeits to zero. Project Zero introduced a novel self-service counterfeit
14 removal tool that enables brands to remove counterfeit listings directly from Amazon's stores.
15 This enables brands to take down counterfeit product offerings on their own within minutes. In
16 2022, there were more than 22,000 brands enrolled in Project Zero. For every listing removed by
17 a brand, Amazon's automated protections removed more than 1,000 listings through scaled
18 technology and machine learning, stopping those listings from appearing in Amazon's stores.

19 68. Once a seller begins selling in Amazon's stores, Amazon continues to monitor the
20 selling account's activities for risks. If Amazon identifies a bad actor, it closes that actor's selling
21 account, withholds funds disbursement, and investigates whether other accounts are involved in
22 unlawful activities.

23 69. In addition to the measures discussed above, Amazon actively cooperates with
24 rights owners and law enforcement to identify and prosecute bad actors suspected of engaging in
25 illegal activity. Lawsuits, like this one, as well as criminal referrals, are integral components of
26 Amazon's efforts to combat counterfeits and other inauthentic products.

B. Brand Plaintiffs' Anti-Counterfeiting Efforts

1. Basic Brands

70. Basic Brands goes to great lengths to protect consumers from counterfeits of its products and is committed to leading efforts to combat counterfeit products. Basic Brands utilizes both internal and external resources to combat counterfeit and infringing products. Basic Brands works with a third-party brand protection vendor to detect and remove products violating Basic Brands' IP rights.

71. Basic Brands is currently enrolled in Brand Registry. Basic Brands manages its Amazon Brand Registry account by monitoring and reporting potentially infringing products. Basic Brands began actively using the tools and protections provided by this program before and in response to the counterfeiting activity described in this Complaint.

2. Dr. Berg

72. Dr. Berg goes to great lengths to protect consumers from counterfeits of its products and is committed to leading efforts to combat counterfeit products. Dr. Berg utilizes both internal and external resources to combat counterfeit and infringing products. Dr. Berg works with a third-party brand protection vendor to detect and remove products violating Dr. Berg's IP rights.

73. Dr. Berg is currently enrolled in Brand Registry. Dr. Berg manages its Amazon Brand Registry account by monitoring and reporting potentially infringing products. Dr. Berg has actively used the tools and protections provided by this program to protect its brand.

3. Vimergy

1. Vimergy goes to great lengths to protect consumers from counterfeits of its products and is committed to leading efforts to combat counterfeit products. Vimergy utilizes both internal and external resources to combat counterfeit and infringing products. Vimergy works with a third-party brand protection vendor to detect and remove products violating Vimergy's IP rights. Other Vimergy personnel monitor the reports of this brand protection

1 vendor, conduct test buys and assess the authenticity of product obtained via these test buys, and
 2 liaise with outside counsel and, where appropriate, law enforcement.

3 74. Vimergy is currently enrolled in Brand Registry and Project Zero. Vimergy
 4 manages its Amazon Brand Registry account by monitoring and reporting potentially infringing
 5 products. Vimergy began actively using the tools and protections provided by these programs
 6 before and in response to the counterfeiting activity described in this Complaint.

7 **C. Defendants Agreed Not to Sell Counterfeit Goods and to Provide Accurate**
 8 **Information to Amazon**

9 75. Between May 17, 2023 and May 27, 2023, the StrategiQuest Defendants and the
 10 Registration Defendants, working in concert, established the twelve Selling Accounts detailed in
 11 Section D below, through which they sought to advertise, market, offer, distribute, and sell
 12 counterfeit health supplement products. In connection with these Selling Accounts, the
 13 Registration Defendants provided Amazon with names, email addresses, phone numbers, tax
 14 identification numbers, banking information and statements, and either a government-issued
 15 identification card for an individual acting on behalf of the Selling Account, or a copy of a
 16 government-issued record or tax document for the entity operating the Selling Account.

17 76. To become a third-party seller in the Amazon Store, sellers are required to agree
 18 to the BSA, which governs the applicant's access to and use of Amazon's services and states
 19 Amazon's rules for selling in the Amazon Store. By entering into the BSA, each seller represents
 20 and warrants that it "will comply with all applicable Laws in [the] performance of its obligations
 21 and exercise of its rights" under the BSA. A true and correct copy of the applicable version of
 22 the BSA, namely, the version Defendants last agreed to when using Amazon's services, is
 23 attached as **Exhibit D**.

24 77. Under the terms of the BSA, Amazon specifically identifies the sale of counterfeit
 25 goods as "deceptive, fraudulent, or illegal activity" in violation of Amazon's policies, reserving
 26 the right to withhold payments and terminate the selling account of any bad actor who engages in
 27 such conduct. Ex. B, ¶¶ 2-3. The BSA requires the seller to defend, indemnify, and hold Amazon

1 harmless against any claims or losses arising from the seller's "actual or alleged infringement of
2 any Intellectual Property Rights." *Id.* ¶ 6.1.

3 78. Additionally, the BSA incorporates, and sellers therefore agree to be bound by,
4 Amazon's Anti-Counterfeiting Policy, the applicable version of which is attached as **Exhibit E**.
5 The Anti-Counterfeiting Policy expressly prohibits the sale of counterfeit goods in the Amazon
6 Store:

- 7 • The sale of counterfeit products is strictly prohibited.
- 8 • You may not sell any products that are not legal for sale, such as products that
9 have been illegally replicated, reproduced, or manufactured[.]
- 10 • You must provide records about the authenticity of your products if Amazon
11 requests that documentation[.]

12 Failure to abide by this policy may result in loss of selling privileges, funds being
13 withheld, destruction of inventory in our fulfillment centers, and other legal
14 consequences.

15 *Id.*

16 79. Amazon's Anti-Counterfeiting Policy further describes Amazon's commitment to
17 preventing the sale and distribution of counterfeit goods in the Amazon Store together with the
18 consequences of doing so:

- 19 • Sell Only Authentic and Legal Products. It is your responsibility to source,
20 sell, and fulfill only authentic products that are legal for sale. Examples of
21 prohibited products include:
 - 22 ○ Bootlegs, fakes, or pirated copies of products or content
 - 23 ○ Products that have been illegally replicated, reproduced, or manufactured
 - 24 ○ Products that infringe another party's intellectual property rights
- 25 • Maintain and Provide Inventory Records. Amazon may request that you
26 provide documentation (such as invoices) showing the authenticity of your
27 products or your authorization to list them for sale. You may remove pricing
information from these documents, but providing documents that have been
edited in any other way or that are misleading is a violation of this policy and
will lead to enforcement against your account.
- Consequences of Selling Inauthentic Products. If you sell inauthentic
products, we may immediately suspend or terminate your Amazon selling
account (and any related accounts), destroy any inauthentic products in our
fulfillment centers at your expense, and/or withhold payments to you.

- Amazon Takes Action to Protect Customers and Rights Owners. Amazon also works with manufacturers, rights holders, content owners, vendors, and sellers to improve the ways we detect and prevent inauthentic products from reaching our customers. As a result of our detection and enforcement activities, Amazon may:
 - Remove suspect listings.
 - Take legal action against parties who knowingly violate this policy and harm our customers. In addition to criminal fines and imprisonment, sellers and suppliers of inauthentic products may face civil penalties including the loss of any amounts received from the sale of inauthentic products, the damage or harm sustained by the rights holders, statutory and other damages, and attorney's fees.
- Reporting Inauthentic Products. We stand behind the products sold on our site with our A-to-z Guarantee, and we encourage rights owners who have product authenticity concerns to notify us. We will promptly investigate and take all appropriate actions to protect customers, sellers, and rights holders. You may view counterfeit complaints on the Account Health page in Seller Central.

Id.

80. Additionally, under the terms of the BSA, sellers agree that the information and documentation they provide to Amazon in connection with their selling accounts—such as identification, contact, and banking information—will, at all times, be valid, truthful, accurate, and complete. Specifically, the BSA requires that:

- As part of the application process, you must provide us with your (or your business') legal name, address, phone number and e-mail address, as well as any other information we may request. Ex. D. ¶ 1.
- You will use only a name you are authorized to use in connection with a[ny Amazon] Service and will update all of the information you provide to us in connection with the Services as necessary to ensure that it at all times remains accurate, complete, and valid. *Id.* ¶ 2.
- Each party represents and warrants that: (a) if it is a business, it is duly organized, validly existing and in good standing under the Laws of the country in which the business is registered and that you are registering for the Service(s) within such country; (b) it has all requisite right, power, and authority to enter this Agreement, perform its obligations, and grant the rights, licenses, and authorizations in this Agreement; (c) any information provided or made available by one party to another party or its Affiliates is at all times accurate and complete[.] *Id.* ¶ 5.

1 81. Further, under the terms of the BSA, sellers that register their personal and
2 identification information with Amazon are solely responsible for any use or action taken by any
3 third party in connection with their selling accounts. Specifically, the BSA provides:

- 4 • You [the seller] may not disclose your password to any third party (other than
5 third parties authorized by you to use your account in accordance with this
6 Agreement) and are solely responsible for any use of or action taken under
7 your password. *Id.* ¶ 16.
- 8 • You [the seller] may not assign this Agreement ,, without our prior written
9 consent. Any attempt to assign or otherwise transfer ... this Agreement in
10 violation of this section is void; provided, however, that upon notice to
11 Amazon, you may assign or transfer this Agreement, in whole or in part, to
12 any of your Affiliates as long as you remain liable for your obligations that
13 arose prior to the effective date of the assignment or transfer under this
14 Agreement... *Id.* ¶ 18.
- 15 • [The seller shall be] solely responsible for and bear all risk for [sale and
16 fulfillment of products]. *Id.* ¶ S-2.1
- 17 • You [the seller] are solely responsible for authorizing others to access the
18 Selling Partner APIs on your behalf... *Id.* ¶ API-2.4.

19 82. Moreover, the BSA incorporates Amazon's Seller Code of Conduct, the
20 applicable version of which is attached as **Exhibit F**, which limits a seller to one selling account
21 for each region in which it sells unless it has a legitimate business need to open a second account
22 and all of its existing accounts are in good standing.

23 83. When the Registration Defendants, working in concert with the StrategiQuest
24 Defendants, registered as third-party sellers in the Amazon Store, and established their Selling
25 Accounts, they agreed not to advertise, market, offer, distribute, or sell counterfeit products, and
26 agreed to provide Amazon with accurate and complete information and to ensure that
27 information remained as such.

84. The Registration Defendants also agreed to bear responsibility for any conduct
that occurred through the Selling Accounts.

85. The StrategiQuest Defendants also agreed to the BSA, Amazon's Anti-
Counterfeiting Policy, and Amazon's Seller Code of Conduct through their control and operation
of the Selling Accounts, and are also subject to their terms under principles of *respondeat*

1 *superior*, alter ego, or vicarious liability. The StrategiQuest Defendants used the Registration
 2 Defendants to not only circumvent Amazon's policies prohibiting counterfeiting and limiting
 3 sellers to one selling account per region, but also to conceal their own involvement with the
 4 Selling Accounts.

5 **D. The StrategiQuest Defendants' Fraudulent Creation and Use of the**
 6 **Registration Defendants' Businesses, Bank Accounts, and Selling Accounts**

7 86. On information and belief, beginning in 2021, the StrategiQuest Defendants have
 8 conspired to operate two businesses—M2N and SIQ—that recruited and directed the
 9 Registration Defendants to set up bank accounts and post office boxes, and register the Selling
 10 Accounts as passthroughs for M2N's and/or SIQ's sale of counterfeit health supplements, in
 11 exchange for a monthly payment to the Registration Defendants.

12 87. Mini, Pressotto, and Minucciani created and operated M2N and SIQ, which were
 13 seemingly legitimate businesses with a stated mission "to help all members increase their
 14 financial literacy through divergent strategies."⁵

15 88. During the height of the COVID-19 pandemic, around 2021, while many people
 16 were staying indoors and were connecting online, the StrategiQuest Defendants began recruiting
 17 individuals in the U.S., including the Registration Defendants, through online groups devoted to
 18 topics of business development, personal growth, and achieving financial success. On
 19 information and belief, this recruitment was done with the goal of using the individuals' personal
 20 identities to open businesses, bank accounts, and post office boxes, and then to use the
 21 individuals and their businesses as "passthroughs" for the StrategiQuest Defendants' sales.

22 89. On information and belief, in exchange for providing this service to the
 23 StrategiQuest Defendants, the Registration Defendants received payments of approximately \$500
 24 (USD) per month.

25 90. On information and belief, once recruited by the StrategiQuest Defendants, the

26 ⁵ See <https://strategiquest.com/> (last accessed November 8, 2023).
 27

1 individuals⁶ handed over their identity information, which the StratiQuest Defendants then
 2 used to establish various U.S. businesses.⁷ The businesses of the Registration Defendants were
 3 incorporated in various states starting in August 2021.

4 91. On information and belief, to give the Registration Defendants' businesses
 5 legitimacy, the StratiQuest Defendants also created websites for various ventures supposedly
 6 operated by the Registration Defendants—everything from pet stores to jewelry stores. These
 7 websites often follow the same layout and format, use the same "Privacy Protection" language,
 8 are all registered with a common registrar, and identify common return addresses. For example,
 9 the websites for businesses associated with Registration Defendants May Flowers Health Group
 10 Inc., Jungle Accessories Inc., Far Tec Gadgets Inc., and Key Strong Fitness Inc. list a shared
 11 return address. Similarly, websites associated with Registration Defendants HHP Media Group,
 12 Inc., Jackson Marketing Group, Inc., and Living Orgera Live Inc. list a shared return address.

13 92. The StratiQuest Defendants, specifically Mini, Pressotto, and/or Minucciani,
 14 also provided the Registration Defendants with a start-up packet of information. The start-up
 15 packet provided, among other things, detailed steps on how to open bank accounts in their names
 16 associated with their new businesses.

17 93. This included a Frequently Asked Questions sheet (the "FAQ"). The FAQ directs
 18 the Registration Defendants to open bank accounts using Chase or Wells Fargo, which are the
 19 StratiQuest Defendants' preferred banks.

20 94. The FAQ sheet further directs the Registration Defendants to provide knowingly
 21 false information to the banks in order to overcome any scrutiny. Specifically, the FAQ instructs
 22 the Registration Defendants to:

23
 24 ⁶ The individuals are Andrea Lois Key; Sara M. Johnson; Gentry Farley; Jill Marie Jungheim; Salvatore Vitale; Alec
 25 Joseph Orgera; Donna Marie Jackson; Benjamin Rahe; Eddy Villaseca; Hannah Hess Pope; and Robert Kole
 26 Schreiber.

27 ⁷ The businesses are Key Strong Fitness Inc., May Flowers Health Group Inc., Far Tech Gadgets Inc., Jungle
 Accessories Inc.; Rising Brook Inc.; Living Orgera Live Inc.; Jackson Marketing Group, Inc.; B. Rahe Gadgets Inc.;
 Villaseca Marketing Group, Inc.; HHP Marketing Group, Inc.; and Schreiber Marketing Group, Inc.

1 a. to indicate that you were the primary investor in the business and that “there are
2 no [third] parties involved” (emphasis removed); and

3 b. to specify that ownership of the bank accounts is “100%” yours and you are
4 processing the bank accounts on your behalf only (emphasis removed).

5 95. In addition to the FAQ sheet, the start-up packet also included a document
6 providing a summary of all the critical information about the business opening the bank account.
7 This document indicated that the business would be used to sell “keto diet supplements.”

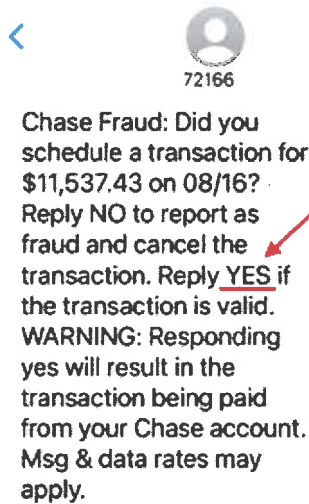
8 96. The start-up packet further included “Checklist Before Leaving the Bank” (the
9 “Checklist”). The Checklist contained a reminder of tasks to complete before leaving the bank
10 after the Registration Defendants set up the business bank accounts in their own names.

11 97. The Checklist instructed the Registration Defendants to ensure that the primary
12 address on each bank account was their respective home address and to collect an account
13 summary, bank depository certificate, and checks with the business name for the StrategiQuest
14 Defendants. The Checklist also instructed the Registration Defendants to order debit cards for
15 each account, and to use the same PIN number for each card.

16 98. The FAQ identifies Mini as M2N’s Chief Executive Officer and Owner and also
17 identified Pressotto as M2N’s Director of Operations.

18 99. In a November 3, 2021 email from Pressotto, copying Mini, the StrategiQuest
19 Defendants explained what to do if the Registration Defendants “receive[d] a text message from
20 the bank that [they] set up the reseller business accounts with that looks like this below.” The
21 email contained the below screenshot of a sample fraud alert:
22
23
24
25
26
27

Figure 1. Image from email correspondence



100. The email from Pressotto directed the Registration Defendants to “[a]lways reply ‘YES’ as soon as you can.” The email further stated that in order to “maintain the operations of your Reseller Business, we are sending wires to pay out the vendors who are performing various Ecommerce services which includes fulfillment, customer service, chargeback retention and more.”

101. On information and belief, after the Registration Defendants set up the bank accounts, the StrategiQuest Defendants instructed the Registration Defendants to open up post office boxes on behalf of their businesses that the StrategiQuest Defendants could use to receive mail related to the businesses.

102. On April 2, 2023, Mini sent an email to the Registration Defendants announcing that M2N was rebranding as SIQ.

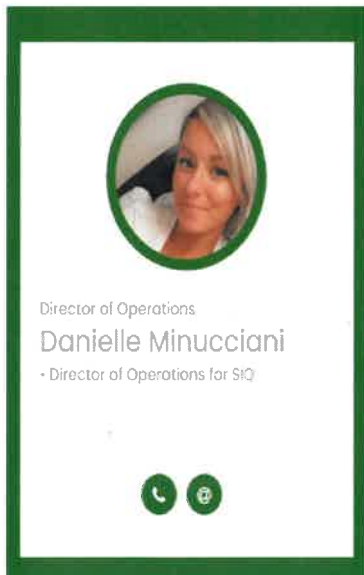
103. On information and belief, SIQ now functions as the successor and/or a parallel business to M2N. SIQ’s website identifies Mini as its Owner and Chief Executive Officer and Minucciani as its Director of Operations.⁸

⁸ <https://strategiquest.com/> (accessed November 8, 2023).

Figure 2. Image from SIQ's website identifying Mini as Chief Executive Officer.



Figure 3. Image from SIQ's website identifying Minucciani as Director of Operations.



104. On information and belief, on or around May 12, 2023, Minucciani further solicited the Registration Defendants to participate in SIQ's "Amazon Reseller Dropshipping program" and to register Selling Accounts in their name. The Registration Defendants understood that the Selling Accounts would be used as passthroughs for StrategiQuest

1 Defendants' sales operations. The StrategiQuest Defendants justified the creation and use of the
2 selling accounts by claiming that Amazon disapproved of a single company operating too many
3 selling accounts in the Amazon Store.

4 105. Minucciani offered the Registration Defendants an upfront bonus of \$500 if the
5 Registration Defendants completed the registration process within seven days of the email.

6 106. The email further provided instruction on how to open an Amazon selling account
7 using the Registration Defendants' identity and the information.

8 107. Minucciani then instructed the Registration Defendants to join video calls
9 requested by Amazon to verify that the information provided by the Registration Defendants
10 when registering their Selling Accounts was accurate.

11 108. On information and belief, the Registration Defendants then handed over control
12 of the Selling Accounts to the StrategiQuest Defendants by providing their log-in credentials.

13 109. Amazon's data supports this. Between May 21, 2023 and July 25 2023, one
14 device or network with the same IP address logged into five separate Amazon accounts: (1) a
15 customer account using the email address nmini2@gmail.com; (2) a customer account for
16 "StrategiQuest Inc."; (3) the "HHP Media Group Inc" Selling Account; (4) the "Jungle
17 Accessories Inc." Selling Account; and (5) the "Schreiber Marketing Group Inc" Selling
18 Account.

19 **E. Defendants' Sale of Counterfeit Products**

20 110. On information and belief, the StrategiQuest Defendants, with the participation of
21 the Registration Defendants, used the Selling Accounts to advertise, market, offer, distribute, and
22 sell counterfeit health supplement products in the Amazon Store. The counterfeit products are
23 identified and described below.

24 111. Prior to the Selling Accounts being shut down, Basic Brands and Dr. Berg
25 conducted test purchases of Basic Brands-branded and Dr. Berg-branded products sold,
26 respectively, through the Selling Accounts and determined that the products are counterfeit, that
27 each bears a counterfeit trademark, and that they never authorized the sale of such products, as

1 detailed below.

2 112. In addition, as further detailed below, Paral, purporting to be the “manager” of the
3 Selling Accounts and working in concert with the StrategiQuest Defendants, submitted false
4 invoices to Amazon in response to Amazon’s investigation into certain Selling Accounts’ alleged
5 sales of inauthentic products. These false invoices purported to show certain counterfeit Dr.
6 Berg-branded products and Vimergy-branded products were manufactured by a company called
7 “Fulfillplex,” when in fact, they were not. Dr. Berg and Vimergy have reviewed these invoices
8 and determined that the information provided is false.

9 **Selling Account #1 – “Key Strong Fitness Inc”**

10 113. On information and belief, from July 5, 2023 through July 12, 2023, the
11 StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other
12 things, inauthentic health supplements bearing the Basic Brands Trademarks, the Dr. Berg
13 Trademarks, and the Vimergy Trademarks in the Amazon Store through the “Key Strong Fitness
14 Inc” Selling Account. Defendants Key and Key Strong Fitness Inc. also bore responsibility for
15 the Selling Account’s infringing conduct, including without limitation under theories of
16 *respondeat superior*, agency, alter ego doctrine, and/or vicarious liability.

17 114. On or around July 14, 2023, in response to an investigation by Amazon that the
18 Dr. Berg-branded HAIR FORMULA (ASIN⁹ B09HTHWQ45) products sold by the “Key Strong
19 Fitness Inc” Selling Account were inauthentic, Paral identified herself as a “Manager” for the
20 account and submitted an invoice to Amazon dated March 20, 2023, that alleged the products
21 were manufactured by Fulfillplex, a company located at 40 Mulford Point Dr., in California.
22 Upon review of the invoice, Dr. Berg confirmed that this information is false.

23
24
25
26 ⁹ “ASIN” is an abbreviation of “Amazon Standard Identification Number,” which is a unique series of ten
27 alphanumeric characters that is assigned to each product listed for sale in Amazon’s stores for identification
purposes.

Selling Account #2 – “May Flowers Health Group Inc”

115. On information and belief, from June 11, 2023 through June 29, 2023, the StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other things, inauthentic health supplements bearing the Basic Brands Trademarks, the Dr. Berg Trademarks, and the Vimergy Trademarks in the Amazon Store through the “May Flowers Health Group Inc” Selling Account. Defendants Johnson and May Flowers Health Group Inc. also bore responsibility for the Selling Account’s infringing conduct, including without limitation under theories of *respondeat superior*, agency, alter ego doctrine, and/or vicarious liability.

116. On or around July 8, 2023, in response to an investigation by Amazon that the Vimergy-branded 5-MTHF (Methylfolate Supplement) (ASIN B08MKS7QHN) products sold by the May Flowers Health Group Inc Selling Account were inauthentic, Paral identified herself as a “Manager” for the account and submitted an invoice to Amazon dated March 20, 2023, that alleged the products were manufactured by Fulfillplex, a company located at 40 Mulford Point Dr., in California. Upon review of the invoice, Vimergy confirmed that this information is false.

Selling Account #3 – “Far Tec Gadgets Inc”

117. On information and belief, from June 30, 2023 through July 27, 2023, the StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other things, inauthentic health supplements bearing the Basic Brands Trademarks and the Dr. Berg Trademarks in the Amazon Store through the “Far Tec Gadgets Inc” Selling Account. Defendants Farley and Far Tec Gadgets Inc. also bore responsibility for the Selling Account’s infringing conduct, including without limitation under theories of *respondeat superior*, agency, alter ego doctrine, and/or vicarious liability.

118. On June 30 2023, Basic Brands conducted a test purchase from the “Far Tec Gadgets Inc” Selling Account of a product advertised and offered for sale as EyeScience Macular Health Beyond AREDS2 Formula, Advanced Ocular Vitamin - Containing Lutein, Zeaxanthin, Bilberry, and Vitamins C, D, E, and B6 (60 Day Supply) (ASIN B07JNK257G).

1 Defendants shipped to Basic Brands a product that bears the Basic Brands Trademarks. Basic
 2 Brands examined the product and determined it is counterfeit based on deviations from Basic
 3 Brands' authentic products and packaging.

4 **Selling Account #4 – “Jungle Accessories Inc.”**

5 119. On information and belief, from June 29, 2023 through July 16, 2023, the
 6 StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other
 7 things, inauthentic health supplements bearing the Basic Brands Trademarks and the Dr. Berg
 8 Trademarks in the Amazon Store through the “Jungle Accessories Inc.” Selling Account.
 9 Defendants Jungheim and Jungle Accessories Inc. also bore responsibility for the Selling
 10 Account's infringing conduct, including without limitation under theories of *respondeat*
 11 *superior*, agency, alter ego doctrine, and/or vicarious liability.

12 120. On July 12, 2023, Basic Brands conducted a test purchase from the “Jungle
 13 Accessories Inc.” Selling Account of a product advertised and offered for sale as EyeScience
 14 Macular Health Beyond AREDS2 Formula, Advanced Ocular Vitamin - Containing Lutein,
 15 Zeaxanthin, Bilberry, and Vitamins C, D, E, and B6 (60 Day Supply) (ASIN B07JNK257G).
 16 Defendants shipped to Basic Brands a product that bears the Basic Brands Trademarks. Basic
 17 Brands examined the product and determined it is counterfeit based on deviations from Basic
 18 Brands's authentic product and packaging.

19 121. Additionally, on or around July 12, 2023, in response to an investigation by
 20 Amazon that the Dr. Berg-branded HAIR FORMULA (ASIN B09HTHW145) products sold by
 21 the “Jungle Accessories Inc.” Selling Account were inauthentic, Paral identified herself as a
 22 “Manager” for the account and submitted an invoice to Amazon dated March 20, 2023, that
 23 alleged the products were manufactured by Fulfillplex, a company located at 40 Mulford Point
 24 Dr., in California. Upon review of the invoice, Dr. Berg confirmed that this information is false.

25 **Selling Account #5 – “Rising Brook inc”**

26 122. On information and belief, from July 16, 2023 through July 21, 2023, the
 27 StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other

1 things, inauthentic health supplements bearing the Basic Brands Trademarks and the Dr. Berg
2 Trademarks in the Amazon Store through the “Rising Brook inc” Selling Account. Defendants
3 Vitale and Rising Brook Inc. also bore responsibility for the Selling Account’s infringing
4 conduct, including without limitation under theories of *respondeat superior*, agency, alter ego
5 doctrine, and/or vicarious liability.

6 123. On July 24, 2023, Basic Brands conducted a test purchase from the “Rising Brook
7 inc” Selling Account of a product advertised and offered for sale as EyeScience Macular Health
8 Beyond AREDS2 Formula, Advanced Ocular Vitamin - Containing Lutein, Zeaxanthin,
9 Bilberry, and Vitamins C, D, E, and B6 (60 Day Supply) (ASIN B07JNK257G). Defendants
10 shipped to Basic Brands a product that bears the Basic Brands Trademarks. Basic Brands
11 examined the product and determined it is counterfeit based on deviations from Basic Brands’s
12 authentic product and packaging.

13 **Selling Account #6 – “Living Orgera Live Inc”**

14 124. On information and belief, from June 7, 2023 through July 23, 2023 the
15 StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other
16 things, inauthentic health supplements bearing the Basic Brands Trademarks, the Dr. Berg
17 Trademarks, and the Vimergy Trademarks in the Amazon Store through the “Living Orgera Live
18 Inc” Selling Account. Defendants Orgera and Living Orgera Live Inc. also bore responsibility
19 for the Selling Account’s infringing conduct, including without limitation under theories of
20 *respondeat superior*, agency, alter ego doctrine, and/or vicarious liability.

21 125. On or around June 24, 2023, in response to an investigation by Amazon that the
22 Dr. Berg-branded HAIR FORMULA (ASIN B09HTHW145) products sold by the “Living
23 Orgera Live Inc” Selling Account were inauthentic, Paral identified herself as a “Manager” for
24 the account and submitted an invoice to Amazon dated March 20, 2023, that alleged the products
25 were manufactured by Fulfillplex, a company located at 40 Mulford Point Dr., in California.
26 Upon review of the invoice, Dr. Berg confirmed that this information is false.

Selling Account #7 – “Jackson Marketing Grp Inc”

126. On information and belief, from July 3, 2023 through July 6, 2023, the StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other things, inauthentic health supplements bearing the Basic Brands Trademarks and the Dr. Berg Trademarks in the Amazon Store through the “Jackson Marketing Grp Inc” Selling Account. Defendants Jackson and Jackson Marketing Group, Inc. also bore responsibility for the Selling Account’s infringing conduct, including without limitation under theories of *respondeat superior*, agency, alter ego doctrine, and/or vicarious liability.

127. On or around July 19, 2023, in response to an investigation by Amazon that the Dr. Berg-branded HAIR FORMULA (ASIN B09HTHW145) products sold by the “Jackson Marketing Grp Inc” Selling Account were inauthentic, Paral identified herself as a “Manager” for the account and submitted an invoice to Amazon dated March 20, 2023, that alleged the products were manufactured by Fulfillplex, a company located at 40 Mulford Point Dr., in California. Upon review of the invoice, Dr. Berg confirmed that this information is false.

Selling Account #8 – “B. Rahe Gadgets Inc”

128. On information and belief, from July 7, 2023 through July 20, 2023, the StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other things, inauthentic health supplements bearing the Basic Brands Trademarks, the Dr. Berg Trademarks, and the Vimergy Trademarks in the Amazon Store through the “B. Rahe Gadgets Inc” Selling Account. Defendants Rahe and B. Rahe Gadgets Inc. also bore responsibility for the Selling Account’s infringing conduct, including without limitation under theories of *respondeat superior*, agency, alter ego doctrine, and/or vicarious liability.

129. On July 21, 2023, Basic Brands conducted a test purchase from the “B. Rahe Gadgets Inc” Selling Account of a product advertised and offered for sale as EyeScience Macular Health Beyond AREDS2 Formula, Advanced Ocular Vitamin - Containing Lutein, Zeaxanthin, Bilberry, and Vitamins C, D, E, and B6 (60 Day Supply) (ASIN B07JNK257G). Defendants shipped to Basic Brands a product that bears the Basic Brands Trademarks. Basic

1 Brands examined the product and determined it is counterfeit based on deviations from Basic
2 Brands' authentic product and packaging.

3 **Selling Account #9 – "Villaseca Marketing Group Inc"**

4 130. On information and belief, from July 14, 2023 through July 24, 2023, the
5 StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other
6 things, inauthentic health supplements bearing the Basic Brands Trademarks and Dr. Berg
7 Trademarks in the Amazon Store through the "Villaseca Marketing Group Inc" Selling Account.
8 Defendants Villaseca and the Villaseca Marketing Group, Inc. also bore responsibility for the
9 Selling Account's infringing conduct, including without limitation under theories of *respondeat*
10 *superior*, agency, alter ego doctrine, and/or vicarious liability.

11 131. On July 14, 2023, Dr. Berg conducted a test purchase from the "Villaseca
12 Marketing Group Inc" Selling Account of a product advertised and offered for sale as Dr. Berg-
13 branded Dietary Supplement Hair Formula (ASIN B09HTHWQ45). Defendants shipped to Dr.
14 Berg a product that bears the Dr. Berg Trademarks. Dr. Berg examined the product and
15 determined it is counterfeit based on deviations from Dr. Berg's authentic product and
16 packaging.

17 132. On July 19, 2023, Basic Brands conducted a test purchase from the "Villaseca
18 Marketing Group Inc" Selling Account of a product advertised and offered for sale as Basic
19 Brands-branded EyeScience Macular Health Beyond AREDS2 Formula, Advanced Ocular
20 Vitamin - Containing Lutein, Zeaxanthin, Bilberry, and Vitamins C, D, E, and B6 (60 Day
21 Supply) (ASIN B07JNK257G). Defendants shipped to Basic Brands a product that bears the
22 Basic Brands Trademarks. Basic Brands examined the product and determined it is counterfeit
23 based on deviations from Basic Brands' authentic product and packaging.

24 **Selling Account #10 – "HHP Media Group Inc"**

25 133. On information and belief, from July 18, 2023 through July 27, 2023, the
26 StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other
27 things, inauthentic health supplements bearing the Basic Brands Trademarks and Dr. Berg

1 Trademarks in the Amazon Store through the “HHP Media Group Inc” Selling Account.
2 Defendants Pope and the HHP Media Group, Inc. also bore responsibility for the Selling
3 Account’s infringing conduct, including without limitation under theories of *respondeat*
4 *superior*, agency, alter ego doctrine, and/or vicarious liability.

5 134. On July 19, 2023, Basic Brands conducted a test purchase from the “HHP Media
6 Group Inc” Selling Account of products advertised and offered for sale as the Basic Brands-
7 branded EyeScience Macular Health Beyond AREDS2 Formula, Advanced Ocular Vitamin -
8 Containing Lutein, Zeaxanthin, Bilberry, and Vitamins C, D, E, and B6 (30 Day Supply) (ASIN
9 B07JNK257G). Defendants shipped to Basic Brands a product that bears the Basic Brands
10 Trademarks. Basic Brands examined the product and determined it is counterfeit based on
11 deviations from Basic Brands’s authentic product.

12 **Selling Account #11 – “Schreiber Marketing Group Inc”**

13 135. On information and belief, from July 14, 2023 through July 21, 2023, the
14 StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other
15 things, inauthentic health supplements bearing the Dr. Berg Trademarks and the Vimergy
16 Trademarks in the Amazon Store through the “Schreiber Marketing Group Inc” Selling Account.
17 Defendants Schreiber and the Schreiber Marketing Group, Inc. also bore responsibility for the
18 Selling Account’s infringing conduct, including without limitation under theories of *respondeat*
19 *superior*, agency, alter ego doctrine, and/or vicarious liability.

20 136. On or around August 8, 2023, a customer informed Vimergy that she suspected
21 that a purchase she made of a purported Vimergy “5-MTHF” product through the “Schreiber
22 Marketing Group Inc” Selling Account was a counterfeit. The customer provided images of the
23 product and packaging to Vimergy. After examining these materials, Vimergy determined that
24 the product was a counterfeit based on deviations from Vimergy’s authentic product packaging.
25 Amazon has verified that this customer did in fact purchase the purported Vimergy “5-MTHF”
26 item through the “Schreiber Marketing Group Inc” Selling Account.

Selling Account #12 – “TAJV Media Group Inc”

137. On information and belief, from June 22, 2023 through July 9, 2023, the StrategiQuest Defendants advertised, marketed, offered, distributed, and sold, among other things, inauthentic health supplements bearing the Basic Brands Trademarks and the Dr. Berg Trademarks in the Amazon Store through the “TAJV Media Group Inc” Selling Account.

138. On or around July 19, 2023, in response to an investigation by Amazon that the Dr. Berg-branded HAIR FORMULA (ASIN B09HTHW145) products sold by the “TAJV Media Group Inc” Selling Account were inauthentic, Paral identified herself as a “Manager” for the account and submitted an invoice to Amazon dated March 20, 2023, that alleged the products were manufactured by Fulfillplex, a company located at 40 Mulford Point Dr., in California. Upon review of the invoice, Dr. Berg confirmed that this information is false.

F. Amazon Shut Down the Selling Accounts

139. By selling counterfeit and infringing Brand Plaintiffs’ products, the StrategiQuest Defendants, working in concert with the Registration Defendants, falsely represented to Amazon and its customers that the products they sold were genuine products made by Brand Plaintiffs. The StrategiQuest Defendants also knowingly and willfully used Brand Plaintiffs’ IP in connection with the advertising, marketing, offering, distributing, and selling of counterfeit and infringing products.

140. At all times, the StrategiQuest Defendants knew they were prohibited from violating third-party IP rights or any applicable laws while selling products in the Amazon Store, from providing inaccurate information to Amazon and its customers, from misrepresenting the authenticity of the products sold, and from misleading Amazon and its customers through their sale of inauthentic products. The StrategiQuest Defendants recruited the Registration Defendants for the purpose of circumventing Amazon’s controls, concealing their involvement in the counterfeit scheme, and avoiding liability for their illegal conduct. The StrategiQuest Defendants orchestrated their scheme with full knowledge of Amazon’s contractual terms prohibiting their activities.

1 141. After Amazon verified the Selling Accounts were selling counterfeit health
2 supplement products, it promptly blocked the Selling Accounts. In doing so, Amazon exercised
3 its rights under the BSA to protect its customers and the reputations of Amazon and the Brand
4 Plaintiffs.

5 142. Pursuant to Amazon's A-to-Z guarantee, Amazon also proactively issued full
6 refunds to customers who purchased purported inauthentic products through the Selling
7 Accounts. Defendants have not reimbursed Amazon.

8 **G. Paral's Fraudulent Product Authentication Services**

9 143. On information and belief, since the creation of the Selling Accounts, in and
10 around May 2023, Paral has conspired with the StrategiQuest Defendants to offer services
11 designed to deceive Amazon as to the authenticity of the health supplement products sold by the
12 StrategiQuest Defendants in the Amazon Store.

13 144. Paral advertises herself online, on websites such as LinkedIn and Upwork.com (a
14 website to find freelancing professionals), as a "brilliant" Amazon virtual assistant with years of
15 experience.

16 145. In actuality, in exchange for payment, Paral furnishes fraudulent documents to
17 Amazon on behalf of bad actors operating Amazon selling accounts, including the StrategiQuest
18 Defendants, as part of a process to have product listings or selling accounts reinstated when
19 Amazon blocks them on suspicion of selling counterfeit or inauthentic products.

20 146. Specifically, when Amazon notified certain Selling Accounts that they were
21 suspected of selling counterfeit products bearing the Dr. Berg Trademarks and Vimergy
22 Trademarks and therefore their selling privileges were being suspended, Paral created and
23 submitted to Amazon falsified invoices that purported to show that the health supplements were
24 authentic products manufactured by a company called Fulfillplex, when in fact they were not.

25 147. Together with each fake Fulfillplex invoice, Paral also submitted a cover letter to
26 Amazon stating that she served as the "Manager" for the Selling Account.

1 148. In all, Paral submitted a fake invoice in connection with: (1) Dr. Berg-branded
2 products being sold through the “Key Strong Fitness Inc” Selling Account; (2) Vimergy-branded
3 products being sold through the “May Flowers Health Group Inc” Selling Account; (3) Dr. Berg-
4 branded products being sold through the “Jungle Accessories Inc.” Selling Account; (4) Dr.
5 Berg-branded products being sold through the “Living Orgera Live Inc” Selling Account; (5) Dr.
6 Berg-branded products being sold through the “Jackson Marketing Grp Inc” Selling Account;
7 and (6) Dr. Berg-branded products being sold through the “TAJV Media Group Inc” Selling
8 Account.

9 149. All Fulfillplex invoices that Paral provided share common characteristics. They
10 are all dated March 20, 2023, and identify the same number of units (1,000 units) at the same
11 cost (\$3.25/unit) and with the same total (\$3,250.00), regardless of the product.

12 **H. Defendants’ Coordinated Sale of Counterfeit Products**

13 150. On information and belief, Defendants operated in concert with one another in
14 their advertising, marketing, offering, distributing, and selling of counterfeit health supplement
15 products bearing the Brand Plaintiffs’ Trademarks, as shown by either test buys conducted by the
16 Brand Plaintiffs or fake invoices submitted by Paral.

17 151. On information and belief, beginning in 2021, the StrategiqQuest Defendants
18 recruited various individuals in the U.S. to hand over their personal information for the purpose
19 of creating businesses that were later used to register the Selling Accounts in exchange for
20 payment. As part of the process, the StrategiqQuest Defendants instructed the individuals on how
21 to open up bank accounts by providing false information to the banks, such as claiming there was
22 no other third parties involved in the opening of the bank accounts when in fact the StrategiqQuest
23 Defendants were dictating the individuals’ actions. These bank accounts were later used to
24 funnel the proceeds of the counterfeit sales made through the Selling Accounts.

25 152. On information and belief, the StrategiqQuest Defendants also directed the
26 Registration Defendants to register their personal information with Amazon to conceal the
27 StrategiqQuest Defendants’ involvement with the scheme.

1 153. Several additional factors reveal this coordinated scheme: all of the businesses of
2 the Registration Defendants were incorporated either in 2021 or 2022, around the time when the
3 StrategiQuest Defendants are believed to have started their scheme; all of the Selling Accounts
4 were created within a roughly two-week period in May 2023; all of the Selling Accounts sold
5 counterfeit health supplement products; the majority of the Selling Accounts link to a Chase or
6 Wells Fargo bank account, which are the StrategiQuest Defendants' preferred banks; in every
7 instance where Amazon notified the bad actors that they were suspected of selling counterfeit
8 products bearing the Brand Plaintiffs' Trademarks, Paral submitted a fake invoice to Amazon in
9 her alleged capacity as "Manager" of that Selling Account; the fake invoices were all from
10 Fulfillplex, were all dated March 20, 2023, and all list the same number of units (1,000 units) at
11 the same cost (\$3.25/unit) and with the same total (\$3,250.00), regardless of the product.

12 154. In addition, the bank account statements that the Registration Defendants
13 submitted to Amazon to register their Selling Accounts show that the StrategiQuest Defendants
14 and the Registration Defendants created various ventures using the Registration Defendants'
15 businesses—everything from pet stores to jewelry stores. The websites for these ventures often
16 follow the same layout and format, use the same "Privacy Protection" language, are registered
17 with the same registrar, and list the same return address. For example, the websites for
18 businesses associated with Registration Defendants May Flowers Health Group Inc., Jungle
19 Accessories Inc., Far Tec Gadgets Inc., and Key Strong Fitness Inc. list a shared return address.
20 Likewise, other websites associated with Registration Defendants HHP Media Group, Inc.,
21 Jackson Marketing Group, Inc., and Living Orgera Live Inc. list the same return address.

22 155. Further, Amazon records show that between May 21, 2023 and July 25, 2023,
23 one device or network with the same IP address logged into five separate Amazon accounts: (1) a
24 customer account using the email address nmini2@gmail.com, which is believed to belong to
25 Defendant Mini; (2) a customer account for "StrategiQuest Inc."; (3) the "HHP Media Group
26 Inc" Selling Account; (4) the "Jungle Accessories Inc." Selling Account; and (5) the "Schreiber
27 Marketing Group Inc" Selling Account.

1 156. Finally, during the course of their investigation into the counterfeit scheme at
 2 issue in this Complaint, Plaintiffs' investigators approached many of the Registration
 3 Defendants. Although the Registration Defendants were approached separately and are
 4 seemingly unrelated, the Registration Defendants associated with the "Villaseca Marketing
 5 Group Inc" Selling Account, "Far Tec Gadgets Inc" Selling Account, "Jungle Accessories Inc." Selling
 6 Account, and "Key Strong Fitness Inc" Selling Account stated they were represented by
 7 the same attorney.

8 V. CLAIMS

9 FIRST CLAIM

10 *(by the Brand Plaintiffs against the StratiQuest Defendants and the Registration*
Defendants¹⁰)

11 **Trademark Counterfeiting and Trademark Infringement – 15 U.S.C. § 1114**

12 157. Plaintiffs Basic Brands, Dr. Berg, and Vimergy incorporate by reference the
 13 allegations of the preceding paragraphs as though set forth herein.

14 158. The StratiQuest Defendants' and the Registration Defendants' activities
 15 constitute counterfeiting and infringement of the Basic Brands, Dr. Berg, and Vimergy
 16 Trademarks as described in the paragraphs above.

17 159. The Brand Plaintiffs own their respective Trademarks, as identified in this
 18 Complaint, and advertise, market, offer, distribute, and sell their products using their Trademarks
 19 and uses those Trademarks to distinguish their products from the products and related items of
 20 others in the same or related fields.

21 ¹⁰ All Brand Plaintiffs assert this claim against all StratiQuest Defendants. With respect to the Registration
 22 Defendants, Basic Brands asserts this claim against the following Defendants: Key, Johnson, Farley, Jungheim,
 23 Vitale, Orgera, Jackson, Rahe, Villaseca, Pope, Key Strong Fitness Inc., May Flowers Health Group Inc., Far Tec
 24 Gadgets Inc., Jungle Accessories Inc., Rising Brook Inc., Living Orgera Live Inc., Jackson Marketing Group, Inc.,
 25 B. Rahe Gadgets Inc., Villaseca Marketing Group, Inc., and HHP Media Group, Inc. With respect to the Registration
 26 Defendants, Dr. Berg asserts this claim against the following Defendants: Key, Johnson, Farley, Jungheim, Vitale,
 27 Orgera, Jackson, Rahe, Villaseca, Pope, Schreiber, Key Strong Fitness Inc., May Flowers Health Group Inc., Far
 Tec Gadgets Inc., Jungle Accessories Inc., Rising Brook Inc., Living Orgera Live Inc., Jackson Marketing Group,
 Inc., B. Rahe Gadgets Inc., Villaseca Marketing Group, Inc., HHP Media Group, Inc., and Schreiber Marketing
 Group, Inc. With respect to the Registration Defendants, Vimergy asserts this claim against the following
 Defendants: Key, Johnson, Orgera, Rahe, Schreiber, Key Strong Fitness Inc., May Flowers Health Group Inc.,
 Living Orgera Live Inc., B. Rahe Gadgets Inc., and Schreiber Marketing Group, Inc.

1 160. Because of the Brand Plaintiffs' long, continuous, and exclusive use of their
2 Trademarks identified in this Complaint, the Trademarks have come to mean, and are understood
3 by customers and the public, to signify products from their respective brands.

4 161. The StrategiQuest Defendants, enabled by the conduct of their agents, the
5 Registration Defendants, unlawfully advertised, marketed, offered, distributed, and sold products
6 bearing counterfeit and infringing versions of the Basic Brands Trademarks, Dr. Berg
7 Trademarks, and Vimergy Trademarks with the intent and likelihood of causing customer
8 confusion, mistake, and deception as to the products' source, origin, and authenticity.

9 162. Specifically, the StrategiQuest Defendants intended customers to believe,
10 incorrectly, the products originated from, were affiliated with, and/or were authorized by Basic
11 Brands, Dr. Berg, and/or Vimergy and likely caused such erroneous customer beliefs.

12 163. The Registration Defendants provided the means for the StrategiQuest Defendants
13 to sell their counterfeit health supplement products through the Selling Accounts registered to the
14 Registration Defendants, and the Registration Defendants held themselves out as responsible for
15 the Selling Accounts' operations and activities.

16 164. At the behest of the StrategiQuest Defendants and in exchange for payment, the
17 Registration Defendants established the Selling Accounts and entered into the BSA. Through
18 these acts, the Registration Defendants bear responsibility for the activities conducted by the
19 StrategiQuest Defendants through the Selling Accounts and had the ability to exercise control
20 over the Selling Accounts.

21 165. The StrategiQuest Defendants and Registration Defendants therefore operated in
22 concert and are jointly liable for the infringing conduct made through the Selling Accounts.
23 Alternatively, the Registration Defendants are liable for the infringing activities of the
24 StrategiQuest Defendants under theories of *respondeat superior*, agency, alter ego doctrine, or
25 vicarious liability.

26 166. As a result of the StrategiQuest Defendants' and Registration Defendants'
27 wrongful conduct, Basic Brands, Dr. Berg, and Vimergy are entitled to recover its actual

1 damages, StrategiQuest Defendants' and Registration Defendants' profits attributable to the
2 infringement, treble damages, and attorneys' fees pursuant to 15 U.S.C. § 1117(a) and (b).
3 Alternatively, Basic Brands, Dr. Berg, and Vimergy are entitled to statutory damages under 15
4 U.S.C. § 1117(c) for the StrategiQuest Defendants' and Registration Defendants' use of
5 counterfeit marks.

6 167. Basic Brands, Dr. Berg, and Vimergy are further entitled to injunctive relief,
7 including an order impounding all counterfeit and infringing products and promotional materials
8 in Defendants' possession. Basic Brands, Dr. Berg, and Vimergy have no adequate remedy at
9 law for the StrategiQuest Defendants' and Registration Defendants' wrongful conduct because,
10 among other things: (a) the Basic Brands Trademarks, Dr. Berg Trademarks, and Vimergy
11 Trademarks are unique and valuable properties that have no readily-determinable market value;
12 (b) the StrategiQuest Defendants' and Registration Defendants' counterfeiting and infringing
13 activities constitute harm to Basic Brands, Dr. Berg, and Vimergy and to Basic Brands's, Dr.
14 Berg's, and Vimergy's reputations and goodwill such that Basic Brands, Dr. Berg, and Vimergy
15 could not be made whole by any monetary award; (c) if the StrategiQuest Defendants' and the
16 Registration Defendants' wrongful conduct is allowed to continue, the public is likely to become
17 further confused, mistaken, or deceived as to the source, origin, or authenticity of the counterfeit
18 and infringing materials; and (d) the resulting harm to Basic Brands, Dr. Berg, and Vimergy, due
19 to the StrategiQuest Defendants' and Registration Defendants' wrongful conduct, is likely to be
20 continuing.

SECOND CLAIM

(by Brand Plaintiffs against the StratiQuest Defendants and the Registration Defendants¹¹)
False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)

168. Plaintiffs Basic Brands, Dr. Berg, and Vimergy incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

169. The Brand Plaintiffs own their respective Trademarks and advertise, market, offer, distribute, and sell their products using their Trademarks and use those Trademarks to distinguish their products from the products and related items of others in the same or related fields.

170. Because of the Brand Plaintiffs' long, continuous, and exclusive use of their Trademarks identified in this Complaint, the Trademarks have come to mean, and are understood by customers and the public, to signify products from their respective brands.

171. The StratiQuest Defendants' wrongful conduct, enabled by the conduct of the Registration Defendants, includes the infringement of the Basic Brands Trademarks, Dr. Berg Trademarks, and Vimergy Trademarks in connection with their commercial advertising, marketing, offering, distributing, and selling of counterfeit Basic Brands, Dr. Berg, and Vimergy products in interstate commerce.

172. In advertising, marketing, offering, distributing, and selling products bearing counterfeit versions of the Basic Brands Trademarks, Dr. Berg Trademarks, and Vimergy Trademarks, the StratiQuest Defendants have used, and on information and belief continue to

¹¹ All Brand Plaintiffs assert this claim against all StratiQuest Defendants. With respect to the Registration Defendants, Basic Brands asserts this claim against the following Defendants: Key, Johnson, Farley, Jungheim, Vitale, Orgera, Jackson, Rahe, Villaseca, Pope, Key Strong Fitness Inc., May Flowers Health Group Inc., Far Tec Gadgets Inc., Jungle Accessories Inc., Rising Brook Inc., Living Orgera Live Inc., Jackson Marketing Group, Inc., B. Rahe Gadgets Inc., Villaseca Marketing Group, Inc., and HHP Media Group, Inc. With respect to the Registration Defendants, Dr. Berg asserts this claim against the following Defendants: Key, Johnson, Farley, Jungheim, Vitale, Orgera, Jackson, Rahe, Villaseca, Pope, Schreiber, Key Strong Fitness Inc., May Flowers Health Group Inc., Far Tec Gadgets Inc., Jungle Accessories Inc., Rising Brook Inc., Living Orgera Live Inc., Jackson Marketing Group, Inc., B. Rahe Gadgets Inc., Villaseca Marketing Group, Inc., HHP Media Group, Inc., and Schreiber Marketing Group, Inc. With respect to the Registration Defendants, Vimergy asserts this claim against the following Defendants: Key, Johnson, Orgera, Rahe, Schreiber, Key Strong Fitness Inc., May Flowers Health Group Inc., Living Orgera Live Inc., B. Rahe Gadgets Inc., and Schreiber Marketing Group, Inc.

1 use, the Trademarks referenced above to compete unfairly with Basic Brands, Dr. Berg, and
2 Vimergy and to deceive customers.

3 173. Upon information and belief, the StrategiQuest Defendants' wrongful conduct
4 misleads and confuses customers and the public as to the origin and authenticity of the goods and
5 services advertised, marketed, offered, distributed, or sold in connection with the Basic Brands
6 Trademarks, Dr. Berg Trademarks, and Vimergy Trademarks and wrongfully trades upon Basic
7 Brands's, Dr. Berg's, and Vimergy's goodwill and business reputation.

8 174. The Registration Defendants provided the means for the StrategiQuest Defendants
9 to sell their counterfeit health supplement products through the Selling Accounts registered to the
10 Registration Defendants, and the Registration Defendants held themselves out as responsible for
11 the Selling Accounts' operations and activities.

12 175. At the behest of the StrategiQuest Defendants and in exchange for payment, the
13 Registration Defendants established the Selling Accounts and entered into the BSA. Through
14 these acts, the Registration Defendants bear responsibility for the activities conducted by the
15 StrategiQuest Defendants through the Selling Accounts and had the ability to exercise control
16 over the Selling Accounts.

17 176. The StrategiQuest Defendants and the Registration Defendants therefore operated
18 in concert and are jointly liable for the infringing conduct made through the Selling Accounts.
19 Alternatively, the Registration Defendants are liable under theories of *respondeat superior*,
20 agency, alter ego doctrine, or vicarious liability.

21 177. The StrategiQuest Defendants' and the Registration Defendants' conduct
22 constitutes (a) false designation of origin, (b) false or misleading description, and (c) false or
23 misleading representation that products originate from or are authorized by Basic Brands, Dr.
24 Berg, and/or Vimergy, all in violation of 15 U.S.C. § 1125(a)(1)(A).

25 178. The StrategiQuest Defendants' and the Registration Defendants' conduct also
26 constitutes willful false statements in connection with goods and/or services distributed in
27 interstate commerce in violation of 15 U.S.C. § 1125(a)(1)(B).

1 179. Basic Brands, Dr. Berg, and Vimergy are entitled to an injunction against the
 2 StrategiQuest Defendants and the Registration Defendants, their officers, agents, representatives,
 3 servants, employees, successors and assigns, and all other persons in active concert or
 4 participation with them, as set forth in the Prayer for Relief below. The StrategiQuest
 5 Defendants' and the Registration Defendants' acts have caused irreparable injury to Basic
 6 Brands, Dr. Berg, and Vimergy. On information and belief, that injury is continuing. An award
 7 of monetary damages cannot fully compensate Basic Brands, Dr. Berg, and Vimergy for their
 8 injuries, and Basic Brands, Dr. Berg, and Vimergy lack an adequate remedy at law.

9 180. Basic Brands, Dr. Berg, and Vimergy are further entitled to recover the
 10 StrategiQuest Defendants' and the Registration Defendants' profits, Basic Brands', Dr. Berg's,
 11 and Vimergy's damages for their losses, and Basic Brands's, Dr. Berg's, and Vimergy's costs to
 12 investigate and remediate the StrategiQuest Defendants' and the Registration Defendants'
 13 conduct and bring this action, including its attorneys' fees, in an amount to be determined. Basic
 14 Brands, Dr. Berg, and Vimergy are also entitled to the trebling of any damages award as allowed
 15 by law.

16 **THIRD CLAIM**

17 ***(by Amazon against the StrategiQuest Defendants and the Registration Defendants)***
False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)

18 181. Plaintiff Amazon incorporates by reference the allegations of the preceding
 19 paragraphs as though set forth herein.

20 182. Amazon's reputation for trustworthiness is at the heart of its relationship with
 21 customers. Defendants' actions in selling counterfeits pose a threat to Amazon's reputation
 22 because they undermine and jeopardize customer trust in the Amazon Store.

23 183. Specifically, the StrategiQuest Defendants and the Registration Defendants,
 24 working in concert, deceived Amazon and its customers about the authenticity of the products
 25 the StrategiQuest Defendants were advertising, marketing, offering, distributing, and selling, in
 26 direct and willful violation of the BSA and Amazon's Anti-Counterfeiting Policies.
 27

1 The StrategiQuest Defendants operated and controlled the Selling Accounts. The Registration
2 Defendants, as agents of the StrategiQuest Defendants, enabled the StrategiQuest Defendants
3 conduct described in this Complaint despite Amazon's contractual terms prohibiting their
4 activities. The StrategiQuest Defendants recruited the Registration Defendants to register the
5 Selling Accounts for the purpose of circumventing Amazon's controls, concealing their
6 involvement in the counterfeit scheme, and avoiding liability for their illegal conduct. The
7 StrategiQuest Defendants orchestrated their scheme with full knowledge of Amazon's
8 contractual terms prohibiting their activities. For their part, the Registration Defendants received
9 monetary payments to register the Selling Accounts on behalf of and at the direction of the
10 StrategiQuest Defendants, in exchange for handing off control of the Selling Accounts to the
11 StrategiQuest Defendants while continuing to hold themselves out as responsible for the Selling
12 Accounts' activities.

13 184. The StrategiQuest Defendants' and the Registration Defendants' deceptive acts
14 were material to Amazon's decision to allow the Selling Accounts to operate in the Amazon
15 Store because Amazon would not have allowed them to do so but for the StrategiQuest
16 Defendants' and Registration Defendants' deceptive acts.

17 185. In advertising, marketing, offering, distributing, and selling counterfeit products
18 in the Amazon Store, the StrategiQuest Defendants and the Registration Defendants made false
19 and misleading statements of fact about the origin, sponsorship, or approval of those products in
20 violation of 15 U.S.C. § 1125(a)(1)(A).

21 186. The StrategiQuest Defendants' and the Registration Defendants' acts also
22 constitute willful false statements in connection with goods and/or services distributed in
23 interstate commerce in violation of 15 U.S.C. § 1125(a)(1)(B).

24 187. As described above, the StrategiQuest Defendants and the Registration
25 Defendants, through their illegal acts, have willfully deceived Amazon and its customers,
26 jeopardized the trust customers place in the Amazon Store, tarnished Amazon's brand and
27 reputation, and harmed Amazon and its customers. The StrategiQuest Defendants' and the

1 Registration Defendants' misconduct has also caused Amazon to expend significant resources to
2 investigate and combat Defendants' wrongdoing and to bring this lawsuit to prevent Defendants
3 from causing further harm to Amazon and its customers. The StrategiQuest Defendants' and the
4 Registration Defendants' illegal acts have caused irreparable injury to Amazon and, on
5 information and belief, that injury is ongoing at least to the extent that the StrategiQuest
6 Defendants and the Registration Defendants continue to establish selling accounts under
7 different, misleading or false identities. An award of monetary damages alone cannot fully
8 compensate Amazon for its injuries, and thus Amazon lacks an adequate remedy at law.

9 188. Amazon is entitled to an injunction against the StrategiQuest Defendants and the
10 Registration Defendants, their officers, agents, representatives, servants, employees, successors
11 and assigns, and all other persons in active concert or participation with them, as set forth in the
12 Prayer for Relief below, along with its attorneys' fees and costs in investigating and bringing this
13 lawsuit.

14 189. Amazon is also entitled to recover its damages arising from the StrategiQuest
15 Defendants and the Registration Defendants' sale of counterfeit products in the Amazon Store.

16 **FOURTH CLAIM**

17 ***(by Dr. Berg and Vimergy against Paral)***

18 **Contributory Trademark Infringement, Contributory False Designation of Origin, and
Contributory False Advertising – 15 U.S.C. §§ 1114, 1125(a)**

19 190. Dr. Berg and Vimergy incorporate by reference the allegations of the preceding
20 paragraphs as though set forth herein.

21 191. Paral knowingly and materially contributed to the StrategiQuest Defendants' and
22 the Registration Defendants' infringement of Dr. Berg Trademarks and Vimergy Trademarks as
23 described in the paragraphs above. Likewise, Paral knowingly and materially contributed to the
24 StrategiQuest Defendants' and the Registration Defendants' false designation of origin, false or
25 misleading description, and false or misleading representation that the health supplement
26 products they offered for sale in the Amazon Store originated from or were authorized by Dr.
27 Berg or Vimergy.

1 192. Paral had actual knowledge of the StrategiQuest Defendants' and the Registration
2 Defendants' infringement and false or misleading statements constituting unfair competition.
3 Paral knowingly worked with the StrategiQuest Defendants to provide Amazon with
4 documentation to circumvent Amazon's anti-counterfeiting measures so that the StrategiQuest
5 Defendants could sell counterfeit health supplement products in the Amazon Store.

6 193. In exchange for a fee, Paral accessed the Selling Accounts and submitted
7 paperwork and other communications to Amazon that purportedly showed the StrategiQuest
8 Defendants and the Registration Defendants had purchased genuine Dr. Berg and Vimergy
9 products. In doing so, Paral had direct control of the instrumentality that the StrategiQuest
10 Defendants and the Registration Defendants used to infringe the Dr. Berg Trademarks and
11 Vimergy Trademarks and mislead Amazon customers and the public.

12 194. Paral knew at the time she provided these services to the StrategiQuest
13 Defendants and the Registration Defendants, that the services would enable them to sell
14 counterfeit Dr. Berg and Vimergy products in the Amazon Store that infringed their respective
15 trademarks; would mislead and confuse customers and the public as to the origin and authenticity
16 of the products advertised, marketed, offered, and sold in connection with the Dr. Berg
17 Trademarks and Vimergy Trademarks; and would wrongfully trade upon Dr. Berg's and
18 Vimergy's goodwill and business reputations.

19 195. Paral willfully provided services that enabled, facilitated, and materially
20 contributed to the StrategiQuest Defendants' and the Registration Defendants' infringement of
21 the Dr. Berg Trademarks and Vimergy Trademarks, and their willful false statements, false
22 designation of origin, false or misleading description, and false or misleading representation that
23 the Dr. Berg and Vimergy products they offered for sale in the Amazon Store originated from or
24 were authorized by Dr. Berg and Vimergy.

25 196. Paral's acts assisting the unlawful conduct of StrategiQuest Defendants have been
26 deliberate and willful.

1 197. Paral's conduct directly enables the StratiQuest Defendants and the
2 Registration Defendants to commit the acts set forth above constituting unfair competition and
3 infringement of the Dr. Berg Trademarks and Vimergy Trademarks, causing damages to Dr.
4 Berg and Vimergy.

5 198. The StratiQuest Defendants and the Registration Defendants have committed,
6 and continue to commit, acts which constitute infringement of the Dr. Berg Trademarks and
7 Vimergy Trademarks, as well as unfair competition.

8 199. Paral derive a financial benefit directly attributable to the StratiQuest
9 Defendants' and the Registration Defendants' infringement of the Dr. Berg Trademarks and
10 Vimergy Trademarks.

11 200. As a result of Paral's wrongful conduct, Dr. Berg and Vimergy are entitled to
12 recover their actual damages, Paral's profits attributable to the infringement, treble damages, and
13 attorney fees and costs pursuant to 15 U.S.C. § 1117(a) and (b). Alternatively, Dr. Berg and
14 Vimergy are entitled to statutory damages under 15 U.S.C. § 1117(c).

15 201. In addition, Dr. Berg and Vimergy are entitled to injunctive relief against Paral,
16 her officers, agents, representatives, servants, employees, successors and assigns, and all other
17 persons in active concert or participation with her, as set forth in the Prayer for Relief below. Dr.
18 Berg and Vimergy have no adequate remedy at law for Paral's wrongful conduct because, among
19 other things: (a) Paral's contributory infringement constitutes harm to Dr. Berg and Vimergy and
20 their reputation and goodwill such that Dr. Berg and Vimergy could not be made whole by any
21 monetary award; (b) if Paral's wrongful conduct is allowed to continue, the public is likely to
22 become further confused, mistaken, or deceived as to the source, origin, or authenticity of the
23 infringing materials; and (c) Paral's wrongful conduct, and the resulting harm to Dr. Berg and
24 Vimergy, is likely to be continuing.

FIFTH CLAIM

(by Amazon against Paral)

Contributory False Designation of Origin and False Advertising – 15 U.S.C. § 1125(a)

202. Plaintiff Amazon incorporates by reference the allegations of the preceding paragraphs as though set forth herein.

203. Amazon's reputation for trustworthiness is at the heart of its relationship with customers. Paral's material contribution to the StratiQuest Defendants' and the Registration Defendants' actions in selling counterfeit health supplement products pose a threat to Amazon's reputation because such acts undermine and jeopardize customer trust in the Amazon Store.

204. Paral knowingly and materially contributed to the StratiQuest Defendants' and the Registration Defendants' willful false statements, false designation of origin, false or misleading description, and false or misleading representations that the Dr. Berg and Vimergy products they offered for sale in the Amazon Store originated from or were authorized by Dr. Berg and Vimergy, as described in the paragraphs above.

205. Paral has actual knowledge of the StratiQuest Defendants' and the Registration Defendants' acts which constitute unfair competition. Paral conspired with the StratiQuest Defendants and the Registration Defendants in many instances to provide Amazon with documentation to circumvent Amazon's anti-counterfeiting measures so that the StratiQuest Defendants and the Registration Defendants could sell counterfeit Dr. Berg and Vimergy products in the Amazon Store.

206. In exchange for a fee, Paral accessed the Selling Accounts and submitted paperwork and other communications to Amazon that showed the StratiQuest Defendants and the Registration Defendants had purchased Dr. Berg and Vimergy products. In doing so, Paral had direct control of the instrumentality that the StratiQuest Defendants and the Registration Defendants used to make false and misleading statements of fact about the origin, sponsorship, or approval for the Dr. Berg and Vimergy products.

207. Paral knew at the time she provided these services to the StratiQuest Defendants and the Registration Defendants, that the services would enable the StratiQuest

1 Defendants and the Registration Defendants to sell Dr. Berg and Vimergy products in the
2 Amazon Store, and that the StrategiQuest Defendants would mislead and confuse customers and
3 the public as to the origin and authenticity of the Dr. Berg and Vimergy products advertised,
4 marketed, offered, and sold in connection with the Dr. Berg Trademarks and Vimergy
5 Trademarks and wrongfully trade upon Dr. Berg's and Vimergy's goodwill and business
6 reputation.

7 208. Paral's services have enabled, facilitated, and materially contributed to the
8 StrategiQuest Defendants' and the Registration Defendants' willful false statements, false
9 designation of origin, false or misleading description, and false or misleading representations that
10 the Dr. Berg and Vimergy products they offered for sale in the Amazon Store originated from or
11 were authorized by Dr. Berg or Vimergy.

12 209. Paral's acts assisting the unlawful conduct of the StrategiQuest Defendants and
13 the Registration Defendants have been deliberate and willful.

14 210. The StrategiQuest Defendants and the Registration Defendants have committed,
15 and continue to commit, acts which constitute contributory false designation of origin and false
16 advertising.

17 211. Paral derives a financial benefit directly attributable to the StrategiQuest
18 Defendants' and the Registration Defendants' infringement of the Dr. Berg Trademarks and
19 Vimergy Trademarks and their false designation of origin and false advertising.

20 212. As a result of Paral's wrongful conduct, Amazon is entitled to recover its actual
21 damages, Paral's profits attributable to their unlawful acts, and Amazon's attorneys' fees and
22 costs pursuant to 15 U.S.C. § 1117(a). Amazon is also entitled to the trebling of any damages
23 award as allowed by law.

24 213. As described above, Paral, through her illegal acts, has materially contributed to
25 the StrategiQuest Defendants' willful description of Amazon and its customers, jeopardized the
26 trust that customers place in the Amazon Store, tarnished Amazon's brand and reputation, and
27 harmed Amazon and its customers. Paral's actions have also caused Amazon to expend

1 significant resources to investigate and combat the Defendants' wrongdoing and to bring this
 2 lawsuit to prevent Paral and the Defendants from causing further harm to Amazon and its
 3 customers. Paral's illegal acts have caused irreparable injury to Amazon and, on information and
 4 belief, that injury is ongoing at least to the extent that Paral continues to assist sellers in
 5 circumventing Amazon's anti-counterfeiting measures. An award of monetary damages alone
 6 cannot fully compensate Amazon for its injuries, and thus Amazon lacks an adequate remedy at
 7 law.

8 **SIXTH CLAIM**

9 ***(by Amazon.com Services LLC¹² against the StrategiQuest Defendants and the Registration***
 10 ***Defendants)***
 11 **Breach of Contract**

12 214. Plaintiff Amazon incorporates by reference the allegations of the preceding
 13 paragraphs as though set forth herein.

14 215. The Registration Defendants established the Selling Accounts and entered into
 15 Amazon's BSA, a binding and enforceable contract between the Registration Defendants and
 16 Amazon. The Registration Defendants contractually agreed to be bound by the policies
 17 incorporated by reference into the BSA, including Amazon's Anti-Counterfeiting Policy and
 18 other policies as maintained on the Amazon seller website. Because the Registration Defendants
 19 were acting at the direction of the StrategiQuest Defendants when they registered the Selling
 20 Accounts, and further because the StrategiQuest Defendants ultimately had control over the
 21 Selling Accounts, the StrategiQuest Defendants are also contractually bound to the BSA under
 22 principles of, without limitation, agency and estoppel.

23 216. By entering into the BSA, the Registration Defendants, in their own right and as
 24 agents of the StrategiQuest Defendants, also agreed to bear responsibility for activities conducted
 25 by any third party in connection with their Selling Accounts.

26 217. Amazon performed all obligations required of it under the terms of the BSA or

27 ¹² For the Sixth Claim only, "Amazon" shall refer to Amazon.com Services LLC only.

1 was excused from doing so.

2 218. The Registration Defendants breached the terms of the BSA by registering their
3 personal information with Amazon under the false pretenses that they would be operating the
4 Selling Accounts. In fact, the Registration Defendants registered the Selling Accounts with the
5 express purpose of enabling the StrategiQuest Defendants' access to and control of the Selling
6 Accounts in exchange for monetary payment.

7 219. The StrategiQuest Defendants then distributed and sold counterfeit health
8 supplement products that materially breached the BSA and the Anti-Counterfeiting Policy in
9 numerous ways. Among other things, the StrategiQuest Defendants' conduct, enabled by the
10 Registration Defendants and for which the Registration Defendants are responsible either jointly
11 or vicariously, constitutes infringement and misuse of the IP rights of Brand Plaintiffs.

12 220. The StrategiQuest and the Registration Defendants further breached the BSA and
13 its incorporated policies by enabling Paral to submit falsified documents to Amazon after their
14 Selling Accounts were suspected of selling counterfeit products in an effort to deceive Amazon
15 as to the authenticity of their goods.

16 221. The Registration Defendants are responsible for the StrategiQuest Defendants'
17 conduct in connection with the Selling Accounts.

18 222. The Registration Defendants' breaches have caused significant harm to Amazon,
19 and Amazon is entitled to damages in an amount to be determined.

SEVENTH CLAIM***(Plaintiffs against Defendants¹³)*****Violation of Washington Consumer Protection Act, RCW 19.86.010, et seq.**

223. Plaintiffs incorporate by reference the allegations of the preceding paragraphs as though set forth herein.

224. Defendants' coordinated scheme to enable the StrategiQuest Defendants to advertise, market, offer, distribute, and sell counterfeit products constitute an unfair method of competition and unfair and deceptive acts or practices in the conduct of trade or commerce, in violation of RCW 19.86.020.

225. Defendants' coordinated scheme designed to enable the StrategiQuest Defendants to advertise, market, offer, distribute, and sell counterfeit Basic Brands, Dr. Berg, and Vimergy products harm the public interest by deceiving customers about the authenticity, origins, and sponsorship of the products.

226. Defendants' coordinated scheme designed to enable the StrategiQuest Defendants to advertise, market, offer, distribute, and sell counterfeit directly and proximately causes harm to and tarnishes Amazon's and the Brand Plaintiffs' reputations and brands, and damages their business and property interests and rights.

227. Accordingly, Plaintiffs seek to enjoin further violations of RCW 19.86.020 and recover from Defendants their attorneys' fees and costs. Brand Plaintiffs further seeks to recover from Defendants its actual damages, trebled, and Amazon further seeks to recover from

¹³Amazon brings this claim against all Defendants. The Brand Plaintiffs bring this claim against all of the StrategiQuest Defendants and against Defendant Paral. With respect to the Registration Defendants, Basic Brands asserts this claim against the following Defendants: Key, Johnson, Farley, Jungheim, Vitale, Orgera, Jackson, Rahe, Villaseca, Pope, Key Strong Fitness Inc., May Flowers Health Group Inc., Far Tec Gadgets Inc., Jungle Accessories Inc., Rising Brook Inc., Living Orgera Live Inc., Jackson Marketing Group, Inc., B. Rahe Gadgets Inc., Villaseca Marketing Group, Inc., and HHP Media Group, Inc. With respect to the Registration Defendants, Dr. Berg asserts this claim against the following Defendants: Key, Johnson, Farley, Jungheim, Vitale, Orgera, Jackson, Rahe, Villaseca, Pope, Schreiber, Key Strong Fitness Inc., May Flowers Health Group Inc., Far Tec Gadgets Inc., Jungle Accessories Inc., Rising Brook Inc., Living Orgera Live Inc., Jackson Marketing Group, Inc., B. Rahe Gadgets Inc., Villaseca Marketing Group, Inc., HHP Media Group, Inc., and Schreiber Marketing Group, Inc. With respect to the Registration Defendants, Vimergy asserts this claim against the following Defendants: Key, Johnson, Orgera, Rahe, Schreiber, Key Strong Fitness Inc., May Flowers Health Group Inc., Living Orgera Live Inc., B. Rahe Gadgets Inc., and Schreiber Marketing Group, Inc.

1 Defendants its actual damages, trebled, regarding Defendants activities involving the sale of
2 counterfeit products.

3 VI. PRAYER FOR RELIEF

4 WHEREFORE, Plaintiffs respectfully pray for the following relief:

5 A. That the Court enter an order preliminarily and permanently enjoining
6 Defendants, their officers, agents, representatives, servants, employees, successors, assigns, and
7 all others in active concert or participation with them, from:

- 8 (i) selling products in Amazon's stores;
- 9 (ii) selling products to Amazon or any affiliate;
- 10 (iii) registering or attempting to register any Amazon selling accounts;
- 11 (iv) importing, manufacturing, producing, distributing, circulating, offering,
12 selling, advertising, promoting, or displaying any product or service using
13 any simulation, reproduction, counterfeit, copy, or colorable imitation of
14 Basic Brands' brand, Basic Brands' Trademarks, or which otherwise
15 infringes Basic Brands's IP, on any platform or in any medium;
- 16 (v) importing, manufacturing, producing, distributing, circulating, offering,
17 selling, advertising, promoting, or displaying any product or service using
18 any simulation, reproduction, counterfeit, copy, or colorable imitation of
19 Dr. Berg's brand, Dr. Berg Trademarks, or which otherwise infringes Dr.
20 Berg's IP, on any platform or in any medium;
- 21 (vi) importing, manufacturing, producing, distributing, circulating, offering,
22 selling, advertising, promoting, or displaying any product or service using
23 any simulation, reproduction, counterfeit, copy, or colorable imitation of
24 Vimergy's brand, Vimergy Trademarks, or which otherwise infringes
25 Vimergy's IP, on any platform or in any medium;
- 26 (vii) falsely representing themselves as being connected with the Brand
27 Plaintiffs or sponsored by or associated with the Brand Plaintiffs;

1 (viii) secreting, concealing, destroying, selling off, transferring, or otherwise
2 disposing of any products or services not manufactured or distributed by
3 the Brand Plaintiffs bearing the Brand Plaintiffs' Trademarks;

4 (ix) secreting, concealing, destroying, selling off, transferring, or otherwise
5 disposing of any and all business records, invoices, correspondence, text
6 messages, emails, other electronic communications, photographs, bank
7 records, cancelled checks, wire transfers, book of account, receipts or
8 other documentation relating or referring in any manner to the
9 manufacture, importation, offer, sale, distribution, marketing, or
10 advertisement of any products or services bearing the Brand Plaintiffs'
11 Trademarks, including all records identifying other persons involved in
12 such activities, whether such information is stored in a written, electronic,
13 digital, or computerized form; and

14 (x) assisting, aiding, or abetting any other person or business entity in
15 engaging in or performing any of the activities referred to in
16 subparagraphs (i) through (ix) above;

17 B. That the Court enter judgment in Plaintiffs' favor on all claims brought by them;

18 C. That the Court enter an order pursuant to 15 U.S.C. § 1118 impounding and
19 permitting destruction of all counterfeit and infringing products bearing the Basic Brands
20 Trademarks or that otherwise infringe Basic Brands' IP, and any related materials, including
21 business records and materials used to reproduce any infringing products, in Defendants'
22 possession or under their control;

23 D. That the Court enter an order pursuant to 15 U.S.C. § 1118 impounding and
24 permitting destruction of all counterfeit and infringing products bearing the Dr. Berg Trademarks
25 or that otherwise infringe Dr. Berg's IP, and any related materials, including business records
26 and materials used to reproduce any infringing products, in Defendants' possession or under their
27 control;

1 E. That the Court enter an order pursuant to 15 U.S.C. § 1118 impounding and
2 permitting destruction of all counterfeit and infringing products bearing the Vimergy Trademarks
3 or that otherwise infringe Vimergy's IP, and any related materials, including business records
4 and materials used to reproduce any infringing products, in Defendants' possession or under their
5 control;

6 F. That the Court enter an order requiring Defendants to provide Plaintiffs a full and
7 complete accounting of all amounts due and owing to Plaintiffs as a result of Defendants'
8 unlawful activities;

9 G. That the Court enter an order requiring Defendants to pay all general, special, and
10 actual damages which Basic Brands, Dr. Berg, and Vimergy have sustained, or will sustain, as a
11 consequence of Defendants' unlawful acts, plus Defendants' profits from the unlawful conduct
12 described herein, together with its statutory damages, and that such damages be enhanced,
13 doubled, or trebled as provided for by 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed
14 by law, and that Amazon's damages, plus Defendants' profits, related to Defendants' activities
15 involving the sale of counterfeit products be enhanced, doubled, or trebled as provided by 15
16 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law;

17 H. That the Court enter an order requiring Defendants to pay the maximum amount
18 of prejudgment interest authorized by law;

19 I. That the Court enter an order requiring Defendants to pay the costs of this action
20 and Plaintiffs' reasonable attorneys' fees incurred in prosecuting this action, as provided for by
21 15 U.S.C. § 1117, RCW 19.86.020, or otherwise allowed by law;

22 J. That the Court enter an order requiring that identified financial institutions
23 restrain and transfer to Plaintiffs all amounts arising from Defendants' unlawful counterfeiting
24 activities as set forth in this lawsuit, up to a total amount necessary to satisfy monetary judgment
25 in this case; and

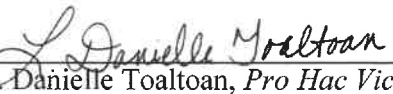
26 K. That the Court grant Plaintiffs such other, further, and additional relief as the
27 Court deems just and equitable.

1 DATED this 9th day of November, 2023.

2 DAVIS WRIGHT TREMAINE LLP
3 *Attorneys for Plaintiffs*

4 
5 _____
6 Scott R. Commerson, WSBA #58085
7 865 South Figueroa Street, Suite 2400
8 Los Angeles, CA 90017-2566
9 Tel: (213) 633-6800
10 Fax: (213) 633-6899
11 Email: scottcommerson@dwt.com

12 
13 _____
14 Lauren Rainwater, WSBA #43625
15 920 Fifth Avenue, Suite 3300
16 Seattle, WA 98104-1604
17 Tel: (206) 622-3150
18 Fax: (206) 757-7700
19 Email: laurenrainwater@dwt.com

20 
21 _____
22 L. Danielle Toaltoan, *Pro Hac Vice Pending*
23 1251 Avenue of the Americas, 21st Floor
24 New York, NY 10020
25 Tel: (212) 489-8230
26 Fax: (212) 489-8340
27 Email: danielletaltoan@dwt.com